

# Oregon Department of Fish & Wildlife

## CONFIDENTIAL DATA USE AND NON-DISCLOSURE AGREEMENT

DISCLOSER: The Oregon Department of Fish and Wildlife  
ADDRESS: 2040 SE Marine Science DR, Newport, OR 97365

RECEIVER(S):

The primary receiver will be:

Dr. Christopher Free  
Bren School of Environmental Science and Management  
University of California, Santa Barbara (UCSB)  
2400 Bren Hall  
Santa Barbara, CA 93106-5131

The primary analyst will be a to-be-determined postdoc hired and supervised by Dr. Free at UCSB.

Dr. Chris Free has extensive experience working with confidential data under data sharing agreements with the state of California and appreciates the time, work, and trust that goes into sharing these data with external researchers.

EFFECTIVE DATE: This agreement is effective immediately upon signature by all parties.

RECEIVER has requested to use the following data:

- Raw logbooks from the 2007/2008 season through 2020/2021 season
- Fish tickets (landing receipts) for the Dungeness crab fishery, including pot limit as applicable, from August 1, 1980 to September 1, 2023. This temporal request aims to get data on all fishing seasons from the 1980-81 season to the 2022-23 season as the fishery is open from Sep 1 – Aug 14 (combining start/end dates for the bay and ocean fisheries). Data to be delivered directly from ODFW.

The Oregon Department of Fish and Wildlife (DEPARTMENT) recognizes the confidentiality of these data and that this information may be exempt from public disclosure under the Oregon Public Records Law, see Oregon Revised Statutes 192.311 *et seq.*, and may only be disclosed to a federal agency if that agency signs an agreement to maintain the confidentiality of that data. The DEPARTMENT finds that it is in the public interest to allow disclosure of the specified information to the individuals named in this Agreement for the limited purpose described below. Therefore, the DEPARTMENT agrees to allow RECEIVER to receive and use the data described above on the condition that RECEIVER abide by the following terms and conditions:

(1) These data will be used only for the following purpose:

These data will be used for three distinct projects.

First, we will use these data to generate updated estimates of pre-season legal-sized male crab abundance using the Richerson et al. (2017) depletion model. In doing so, we will also develop an easy-to-use R package for updating the estimates from this model in successive seasons. These estimates of pre-season legal-sized male crab abundance will also be useful to the following projects which aim to (2) conduct analyses that support the Marine Stewardship Council certification of the Dungeness crab fishery and (3) develop a management strategy evaluation model for evaluating the performance of Dungeness crab management under climate change.

Second, we will use these data to conduct analyses on the sustainability of the Oregon Dungeness crab fishery with the goal of supporting its application for Marine Stewardship Council certification. In addition to demonstrating long-term sustainability via the estimates of pre-season legal-sized male crab abundance, we will investigate patterns in recruitment by pairing these estimates of pre-season abundance with time series of larval crab abundance.

Finally, we will use these data to develop the population dynamics and fleet dynamics components of a management strategy evaluation model aiming to evaluate the performance of Dungeness crab management under climate change. This project is part of a new four-year NOAA Multistessor Project. More information is available on this project here:

<https://coastalscience.noaa.gov/project/science-to-support-a-climate-ready-dungeness-crab-fishery-in-the-northern-california-current/>

(2) The timeframe for the use of these data and results of this project are:

September 1, 2023 to September 1, 2027 (four years)

(3) RECEIVER agrees that these data will be treated as confidential and handled with the utmost security, to the extent permitted by law. The data shall not be disclosed in any manner that identifies the individual or enterprise from which the data were originally collected, to the extent permitted by law.

(4) RECEIVER agrees not to distribute the data, and shall limit access to the individuals named on the top of this form. All individuals who are allowed access to the provided data must abide by the conditions set forth in this agreement and by signing this agreement agree to be bound by these conditions.

(5) RECEIVER agrees to coordinate with the DEPARTMENT on reviewing all products (publications, reports, presentations, maps, etc.), or any representation of the confidential data, including products in which the data are summarized or aggregated to a non-confidential level, **and allow two weeks for DEPARTMENT to complete such review**, prior to public display, release, or distribution, to the extent permitted by law. The purpose of the DEPARTMENT's review is solely to ensure that the confidentiality of the source data is preserved.

(6) RECEIVER agrees not to present specific location or identity data (e.g., vessel or processor), either in graphical or tabular format, where any vessel fished without aggregating by a minimum of 3 (e.g., vessels) and additional approval by the DEPARTMENT, to the extent permitted by law..

(7) RECEIVER agrees to hold the DEPARTMENT harmless for any damages or liability incurred as a result of the violation of any of the terms of this agreement.

- (8) RECEIVER agrees that all reports, manuscripts, or other print or video material shall contain an acknowledgement of the DEPARTMENT for providing the requested information, to the extent permitted by law.
- (9) RECEIVER agrees that a copy of this agreement shall remain with the requested data, whether it resides in an electronic or printed format.
- (10) RECEIVER agrees to promptly destroy or return all of the original raw data provided upon completion of work or should funding for project not be secured for the purpose described above.
- (11) RECEIVER agrees to notify the DEPARTMENT if the general timeframe for the project, as described in box (2) above is significantly altered.
- (12) RECEIVER agrees to coordinate semi-annual meetings with ODFW to provide an opportunity for RECEIVER and ODFW to discuss progress of the research and provide input on how the data is being utilized.
- (13) This agreement constitutes the entire agreement of the Parties regarding the confidentiality of these data, and this agreement supersedes all prior communications, representations, or agreements, verbal or written, among the Parties relating to the agreement's subject matter. No provision in this agreement may be waived or amended except by written consent of both parties. It is further understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise or waiver of a right, power or privilege preclude any other or further exercise thereof.
- (14) This agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the same instrument notwithstanding that all parties are not signatories to the same counterpart.

**OREGON DEPARTMENT OF FISH AND WILDLIFE, MARINE RESOURCES PROGRAM**

\_\_\_\_\_  
Justin Ainsworth  
Marine Resources Program Manager

Date: \_\_\_\_\_

**RECEIVER(S)**



\_\_\_\_\_  
Name Dr. Christopher Free  
Title Assistant Researcher

Date: 1/9/2024 \_\_\_\_\_

\_\_\_\_\_  
Name  
Title

Date: \_\_\_\_\_