

DATA SHARING AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE
AND
UNIVERSITY OF CALIFORNIA - SANTA BARBARA

This Data Sharing Agreement (Agreement) is made and entered into by and between the WASHINGTON DEPARTMENT OF FISH AND WILDLIFE, hereinafter referred to as "WDFW," and UNIVERSITY OF CALIFORNIA - SANTA BARBARA, hereinafter referred to as "Recipient."

PURPOSE OF THE AGREEMENT

The purpose of this Agreement is:

Dr. Christopher Free, an Assistant Researcher at the University of California Santa Barbara Marine Science Institute (the Recipient), is requesting access to WDFW data to aid in the development of a mathematical model of WA coastal crab populations. The model will incorporate oceanographic conditions and their impact on specific crab life stages. This project is of high management interest to WDFW and addresses an outstanding need for improved estimation of Dungeness crab abundance along the Washington coast.

DEFINITIONS

"Agreement" means this Data Sharing Agreement, including all documents attached or incorporated by reference.

"Data Backup" refers to the duplication or archiving of data for the purpose of being able to restore them in case of data loss.

"Data Encryption" refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

"Data Storage" refers to the state data is in when at rest. Data shall be stored on secured environments.

"Data Transmission" refers to the methods and technologies to be used to move a copy of WDFW Data between systems, networks, and/or workstations.

"Disclosure" means to permit access to or release, transfer, or other communication of WDFW Data provided under this Agreement by any means including oral, written, or electronic means, to any party except the Recipient and its authorized users.

"RCW" means the Revised Code of Washington.

"WDFW Data" means data provided by WDFW, whether that data originated in WDFW or in another entity.

PERIOD OF AGREEMENT

This Agreement shall begin on October 15, 2023 or date of execution, whichever is later, and end on October 15, 2025, unless terminated sooner or extended as provided herein.

DATA TO BE SHARED

The following WDFW Data will be shared with the Recipient under the terms of this Agreement:

The Recipient has requested access to WA commercial Dungeness Crab license holder information, coastal commercial logbook data (2009-present), and landing receipts (fish tickets, 1980-present).

AUTHORITY

The signatories to this Agreement represent that they have the authority to enter into and bind their respective organizations to this Agreement.

DATA CLASSIFICATION

The classification of the WDFW Data shared is:

Category 3 - Confidential Information: Confidential information is information that is specifically protected from disclosure by law.

ACCESS METHOD

The access method(s) for the WDFW Data is:

Secure File Transfer Protocol - WDFW shall transmit the WDFW Data to the Recipient using a SFTP service with login and hardened password security. WDFW shall create an account for the Recipient if an account does not already exist.

AUTHORIZED USERS

The Recipient's authorized users of WDFW data provided under this agreement are:

Christopher Free

Access to WDFW Data may only be shared with the authorized users listed above. The Recipient will ensure that all authorized users are familiar with and comply with the terms of this Agreement.

PERMITTED USE OF DATA

WDFW Data provided The Recipient will use and access WDFW Data provided under this Agreement only for the limited purposes of carrying out activities pursuant to this Agreement as described herein. The Recipient will not duplicate or re-disclose WDFW Data to a third party without the prior written permission of WDFW.

PROTECTION OF DATA

The Recipient will take due care to protect WDFW Data from unauthorized physical and electronic access as described in this Agreement; and to ensure the Recipient is in compliance with all appropriate federal laws and applicable provisions of the State of Washington Office of the Chief Information Officer (OCIO) Policy 141.10 security standards.

Additional Data Handling Requirements:

Secure password - The Recipient will protect electronic data with a secure password to prevent unintended or inadvertent disclosure.

Encryption at Rest - The Recipient will ensure that the data is Encrypted at Rest using an industry standard encryption method such as bitlocker or cloud server virtual machine encryption.

Prohibition on Portable Devices/Media - The Recipient will not store any WDFW Data on portable electronic devices or media.

Secure Area - The Recipient will store WDFW Data in an area that is safe from access by unauthorized persons.

DISPOSITION OF DATA

Upon termination of this Agreement, the Recipient shall ensure that all WDFW Data as described herein, is removed and destroyed in a secure manner. WDFW Data received under this Agreement will be removed from computer equipment after it has been used for its stated purposes by using a utility for securely overwriting the data or physically destroying the media in such a way that data cannot be recovered. The Recipient shall certify in writing within ten business days of termination of this Agreement that all copies of WDFW Data stored on Recipient servers, backup servers, backup media, or other media including paper copies have been permanently erased or destroyed.

DATA BACKUP REQUIREMENTS

Any data backups conducted by the Recipient of WDFW Data are subject to the requirements to protect WDFW Data as detailed in the PROTECTION OF DATA section above.

SECURITY BREACHES

The Recipient acknowledges the legal obligation set out in RCW 19.255.010 and RCW 42.56.590 to provide notification of security breaches that may have released personal information of Washington State residents. The Recipient agrees that in the event of any breach or compromise of the security, confidentiality, or integrity of WDFW Data where personal information provided by WDFW was, or is reasonably believed to have been, acquired and/or accessed by an unauthorized person, the Recipient shall notify WDFW of the breach of the security system containing such data within twenty-four (24) hours, comply with all notification actions, and/or assist WDFW with all notification actions required by WDFW policy and the law.

INSURANCE

The Recipient will procure and maintain for the duration of this Agreement Cyber Liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with WDFW Data provided to the Recipient hereunder; with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Recipient in this Agreement and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. For any claims related to this Agreement, the Recipient's insurance coverage shall be the primary insurance coverage. The Recipient hereby grants to WDFW a waiver of any right to subrogation which any insurer of the Recipient may acquire against WDFW by virtue of the payment of any loss under such

insurance. The Recipient shall furnish WDFW with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause.

GENERAL TERMS AND CONDITIONS

Amendments - This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Assignment - Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of WDFW.

Agreement Management - The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement:

The Program Manager for WDFW is: **Matthew George, (360) 6401066, Matthew.George@dfw.wa.gov**

The Program Manager for the Recipient is: **Christopher Free, (610) 9994732, cfree@ucsb.edu**

Indemnification - The Recipient hereby agrees to defend, indemnify, and hold harmless WDFW, its employees, and the State of Washington from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims, demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of WDFW Data obtained by the Recipient under this Agreement.

Termination - Either party may terminate this Agreement with thirty (30) days' written notice to the other party's Program Manager named above. In case of termination, any and all WDFW Data provided under this Agreement shall either be immediately returned to WDFW or immediately destroyed by the Recipient as described in the DISPOSITION OF DATA section. The Recipient accepts full responsibility and liability for any violations of this Agreement by the Recipient or any officer, employee, or agent of the Recipient; and any such violation shall result in immediate termination by WDFW of this Agreement and immediate forfeiture to WDFW of WDFW Data in any form held by the Recipient or any officer, employee, or agent of the Recipient. In such event, the Recipient shall be liable for damages as authorized by law.

Waiver - No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

Warrantees - WDFW makes no warranties as to accuracy of WDFW Data, and is not responsible for any loss or damage to Recipient resulting from receiving WDFW Data under this Agreement. By entering into this Agreement the Recipient hereby waives any and all claims against WDFW for any losses or damages arising out of this Agreement. Additionally, the Recipient acknowledges that WDFW is not providing WDFW Data under this Agreement as a response to a public record request by the Recipient under the Public Records Act.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON

DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:

Matthew Oram

Signature 0EC1D69689EC4B2...

UNIVERSITY OF CALIFORNIA - SANTA BARBARA

DocuSigned by:

Christopher Free

Signature F2BBAB49A0F34B6...

CIO

11/13/2023 | 2:51 PM PST

Assistant Researcher

11/7/2023 | 7:33 AM PST

Title

Date

Title

Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 12/28/2018

Certificate Of Completion

Envelope Id: 6B5EDA4E52C249A09D953EDDBECC29F2

Status: Completed

Subject: WDFW agreement no. 23-23667, WA Coastal Dungeness Crab Population Model

Source Envelope:

Document Pages: 5

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

DFW DocuSign Contracts

1111 Washington Street

Olympia, WA 98501

svcDocuSignCT477@dfw.wa.gov

IP Address: 44.226.4.87

Record Tracking

Status: Original

11/7/2023 7:31:57 AM

Holder: DFW DocuSign Contracts

svcDocuSignCT477@dfw.wa.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Fish & Wildlife

Location: DocuSign

Signer Events

Christopher Free

cfree@ucsb.edu

Assistant Researcher

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:



F2BBA849A0F34B6...

Signature Adoption: Pre-selected Style

Using IP Address: 72.205.88.153

Timestamp

Sent: 11/7/2023 7:32:33 AM

Viewed: 11/7/2023 7:33:11 AM

Signed: 11/7/2023 7:33:35 AM

Electronic Record and Signature Disclosure:

Accepted: 11/7/2023 7:33:11 AM

ID: 6e28e4d7-f2c5-4ed6-92d2-29f5ee8dcad6

Matthew Oram

Matthew.Oram@dfw.wa.gov

CIO

Washington State Department of Fish & Wildlife

Security Level: Email, Account Authentication

(None)

DocuSigned by:



0EC1D69689EC4B2...

Signature Adoption: Pre-selected Style

Using IP Address: 73.19.93.134

Sent: 11/7/2023 7:33:36 AM

Viewed: 11/13/2023 2:50:45 PM

Signed: 11/13/2023 2:51:08 PM

Electronic Record and Signature Disclosure:

Accepted: 5/18/2020 8:43:22 AM

ID: 4f4c0b19-be39-4bdc-ac45-15732559c2fe

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Jeffrey Hugdahl jeffrey.hugdahl@dfw.wa.gov Contracts Manager Washington Department of Fish and Wildlife Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/13/2023 2:51:09 PM
Matthew George Matthew.George@dfw.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/13/2023 2:51:09 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/7/2023 7:32:33 AM
Certified Delivered	Security Checked	11/13/2023 2:50:45 PM
Signing Complete	Security Checked	11/13/2023 2:51:08 PM
Completed	Security Checked	11/13/2023 2:51:09 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Fish & Wildlife (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Fish & Wildlife:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dfwservice@dfw.wa.gov

To advise Washington State Department of Fish & Wildlife of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dfwservice@dfw.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Fish & Wildlife

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to servicedesk@dfw.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Fish & Wildlife

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to dfwservice@dfw.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Fish & Wildlife as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Fish & Wildlife during the course of your relationship with Washington State Department of Fish & Wildlife.