

## DATA SHARING AND LICENCE AGREEMENT

### BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of the Environment and Climate Change Canada for  
the purpose of the Parks Canada Agency

(hereinafter referred to as “Parks Canada”)

### AND:

**NatureServe Canada a registered non-profit Charitable organization incorporated under the  
Canada Not-for-profit Corporation Act (Industry Canada Corporation # 360375-0) and having its  
head office in Ottawa, Ontario**

(also hereinafter collectively referred to as the “Parties”)

**WHEREAS Parks Canada seeks** to invest resources efficiently to support Species at Risk (SAR) assessment and recovery, wildlife management, and biodiversity conservation on or around **Parks Canada** lands and waters, and other SAR for which **Parks Canada** acts as the lead agency under the federal *Species at Risk Act*;

**WHEREAS Parks Canada requires** reliable access to high quality data about species and ecological units in order to conduct analyses and inform decision-making relative to SAR recovery, wildlife management, and biodiversity conservation;

**WHEREAS Parks Canada has** invested resources in the collection, improvement, and management of data developed and maintained by **NatureServe Canada** and intends to continue supporting those activities in the future;

**WHEREAS NatureServe Canada** is acting on behalf of NatureServe and the network of Canadian Conservation Data Centres;

**WHEREAS NatureServe Canada** in cooperation with the other members of the NatureServe Network collects, manages and analyzes data, and conveys information about the distribution, status, abundance, and conservation needs of species and ecological units across Canada and across the Western Hemisphere;

**WHEREAS NatureServe Canada** and the NatureServe Network uses common standards, definitions and protocols to manage, integrate and distribute authoritative data and information related to the conservation of Canada’s biological diversity and to support collective analyses of species and ecological unit occurrences;

**WHEREAS NatureServe Canada** and the NatureServe Network work together to collect, manage and provide species and ecological data in support of the federal *Species at Risk Act*, the 1996 *Accord for the Protection of Species at Risk* and other Canadian conservation related legislation;

**WHEREAS** all the parties to this Agreement share a common purpose of seeking to protect and conserve plants, animals, and ecological communities especially in support of the 1996 *Accord for the Protection of Species at Risk* and the *Species at Risk Act*;

**WHEREAS** provinces and territories rely on the Conservation Data Centres to collect, manage, and provide information in support of their own Species at Risk legislation, and the 1996 *Accord for the Protection of Species at Risk*;

**WHEREAS NatureServe Canada** acts in coordination with NatureServe and the network of Conservation Data Centres to follow consistent standards, to develop national information on species and ecological communities of conservation concern in Canada, and to provide access to this data to a wide range of users;

**WHEREAS NatureServe Canada** participates in the NatureServe Network, to enable sharing of resources and to enhance international consistency in the development of standards;

**NOW THEREFORE, Parks Canada and NatureServe Canada** agree to share data as set out in this Agreement among themselves and the NatureServe Network.

## **1. Purpose / Common Objectives**

- 1.1 This Data Sharing Agreement supports the sharing of species at risk and other conservation information among **NatureServe Canada** and the NatureServe Network and **Parks Canada** in order to benefit the conservation of species and ecological units at risk on and around **Parks Canada's** lands and waters and other species at risk for which **Parks Canada** is acting as the lead agency.
- 1.2 Specifically, this Agreement presents the terms and conditions that govern the sharing and use of species at risk data and other related conservation data among **Parks Canada and NatureServe Canada**. **NatureServe Canada** will ensure that it has all necessary rights and the authority to provide data from NatureServe and the Canadian Conservation Data Centres and from the other members of the NatureServe Network to **Parks Canada**, in alignment with the terms and conditions outlined in this Agreement.

## **2. Definitions**

**Agreement** means this data sharing and licence agreement, its recitals and the schedules attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

**Canadian Conservation Data Centre** means any organization who is a constituent member of NatureServe Canada and a sub-national constituent member of NatureServe.

**Certified Data User** is a Data User with access to the Licensed Data who has been certified by NatureServe Canada or NatureServe to access NatureServe restricted data. All staff and authorized contractors of NatureServe Canada, NatureServe or a Conservation Data Centre are considered Certified Data Users.

**Data User** means any individual employee, or contractor, of a Party to this Agreement, or of the NatureServe Network.

**Derived Product** means any product, system, sub-system, device, component, material or software

developed or caused to be developed by the Parties that interprets the Licensed Data but does not reproduce the Licensed Data, in whole or in part.

**Element** means a unit of natural biological diversity, representing species (or infraspecies taxa), ecological communities, ecological systems, or other non-taxonomic biological entities, such as migratory species aggregation areas.

**Element Occurrence** (or EO) means an area of land and/or water in which a species or natural community is, or was, present. An EO should have practical conservation value for the Element as evidenced by potential continued (or historical) presence and/or regular recurrence at a given location. Consistency in EOs throughout the range of an element is achieved through the application of standard minimum data criteria and rules of separation specific to that element or group of similar elements. Documentation on NatureServe's EO methodology standards is available at:

<http://www.natureserve.org/conservation-tools/standards-methods/element-occurrence-data-standard>

**External Use** means use of the Licensed Data with parties outside of **Parks Canada** and the NatureServe Network. Use of the Licensed Data includes viewing, directly accessing or otherwise handling the data.

**Greater Park Ecosystem** under this agreement is defined as the 100km buffer around a **Parks Canada** boundary.

**Intellectual Property Rights** means any and all intellectual property rights recognized by the law, including but not limited to, intellectual property rights protected through legislation.

**Licensed Data** means all species at risk and other conservation information managed by **Parks Canada** and **NatureServe Canada** for **Parks Canada** lead species (under the federal *Species at Risk Act*), and species that occur on **Parks Canada** lands and waters and within the Greater Park Ecosystem. This includes Restricted and Unrestricted Data as defined below, and data originating from both Canadian and U.S. member programs.

**NatureServe** is a 501 (c) (3) non-profit corporation headquartered in Arlington, Virginia. NatureServe is the membership organization for the network of natural heritage member programs and Conservation Data Centres.

**NatureServe Network** means NatureServe, NatureServe Canada, and the international network of NatureServe member programs, including programs across Canada, the United States, Latin America and the Caribbean.

**NatureServe Restricted Data** are data that include the geographic boundaries or coordinates of an element, and any other attribute data that show or describe the location of an element at a precision of 640 square km (250 square miles) or less and are not completely within **Parks Canada** boundaries. Some EO records may need to be completely withheld due to Conservation Data Centre data use restrictions, and these situations will be documented in the supporting metadata.

**NatureServe Unrestricted Data** are data that include only non-location specific information about an element such as taxonomy, conservation status, and other attribute data that does not provide information about the location of an element. Unrestricted Data also include data that show or describe the location of an element at a precision of greater than 640 square km (250 square miles) or completely within **Parks Canada** boundaries.

**Observations** are data that document evidence of the presence or absence of an Element at a specified location. Observations are not evaluated using standard methods, but encompass a broad range of different quantitative and qualitative information types useful for assessing locations, or potential locations, of elements.

**Parks Canada boundaries** identify the outer extent of the lands and waters managed by **Parks Canada** and does not include the Greater Park Ecosystems.

**Parks Canada Sensitive Data** means data that is identified by **Parks Canada** as being sensitive in nature and should not be made available to Third Parties or the public without approval by **Parks Canada**.

**Third Parties** means parties outside of **NatureServe Canada**, NatureServe, **Parks Canada** and the contributing Conservation Data Centres.

### **3. Data Handling**

#### **3.1 Distribution to Third Parties**

In this Agreement, **Parks Canada** will not distribute the Licensed Data, in whole or in part, to Third Parties other than as described below. Requests by Third Parties to **Parks Canada** for access to the Licensed Dataset should be directed to **NatureServe Canada** and/or the NatureServe Network member program where the data originated.

#### **3.2 Unrestricted Data**

Access and use of Unrestricted Data do not require permission from the organizations or individuals from which the data originated, thus **Parks Canada** staff can access and use Unrestricted Data for any internal or external purposes without restriction as long as external use of this data is attributed per this Agreement.

#### **3.3 Restricted Data contained entirely within Parks Canada boundaries**

##### **3.3.1 Internal Use**

Restricted Data contained entirely within **Parks Canada** boundaries may be used internally by **Parks Canada** Certified Data Users without limitations and by other **Parks Canada** staff in a non-editable hard copy format only (e.g., as a report, map or presentation).

##### **3.3.2 External Use**

Restricted Data contained entirely within **Parks Canada** boundaries may be used externally if provided by a **Parks Canada** Certified Data User in a non-editable hard copy format only (e.g., as a report, map or presentation) for conservation planning, analyses and regulatory decision-making. **Parks Canada** Certified Data Users are responsible for ensuring that the sensitivity and appropriate use and attribution of the data, as defined by this Agreement, are clearly understood by all Third Parties. If Third Parties have a need for use of the Restricted Data contained entirely within **Parks Canada boundaries**, outside of uses outlined above, they should be directed to **NatureServe Canada** and/or the NatureServe Network member program where the data originated.

#### **3.4 Restricted Data contained partially or completely outside of Parks Canada boundaries**

##### **3.4.1 Internal Use**

Restricted Data contained partially or completely outside of **Parks Canada** lands may be used internally by **Parks Canada** Certified Data Users without limitation as long as any data products

developed using these data are marked “For Internal Use by **Parks Canada Only**” and are attributed per this Agreement.

### 3.4.2 External Use

Any external use of the Restricted Data contained partially or completely outside of **Parks Canada** lands or waters by **Parks Canada** Certified Data Users requires written permission from **NatureServe Canada**. **NatureServe Canada** will facilitate communication with the Conservation Data Centres as appropriate. Within the context of this permission, **Parks Canada** Certified Data Users are responsible for ensuring that the sensitivity and appropriate use of the data, as defined by this Agreement, is clearly understood by non-Certified Data Users.

### 3.5 Parks Canada Sensitive Data

**Parks Canada** Sensitive Data should not be released to Third Parties or the public without prior written approval by **Parks Canada**. **NatureServe Canada**, NatureServe and the Conservation Data Centres will only use this data to directly support the purpose of this agreement (as defined in Section 1 above).

### 3.6 Data User Certification

To become a Certified Data User, a **Parks Canada** staff member or contractor to **Parks Canada** must adhere to the following criteria.

- a. Complete NatureServe Network Data Use Training either online, or by attending other Data Use Training approved by **NatureServe Canada**.  
A description and link to NatureServe’s online Data Use Training module is available at: <http://www.natureserve.org/conservation-tools/data-use-training>. Questions related to Data Use Training and certification are to be directed to **NatureServe Canada**.
- b. Sign a Certified Data Users agreement (or check the acknowledgement box in the online training module) acknowledging that this Agreement was reviewed and that data use training was completed.
- c. Be recertified at least every five years, or earlier if there are changes to data use restrictions or methodology. For the purposes of this Agreement, any existing **Parks Canada** Certified Data User will be considered a Certified Data User for two years from the effective date of this Agreement. A **Parks Canada** Certified Data User is no longer certified upon termination of their employment with **Parks Canada**. **NatureServe Canada** and NatureServe should be notified in writing as soon as possible after termination of a **Parks Canada** Certified Data User.
- d. Be approved and registered by **NatureServe Canada** as a **Parks Canada** Certified Data User. **NatureServe Canada** is responsible for tracking **Parks Canada** staff certification, ensuring that its constituent member Conservation Data Centres have current lists of **Parks Canada** Certified Data Users, and ensuring that any re-certification requirements are met.

## 4. Acquiring Datasets

Subject to Section 6 (Implementation and Funding) of this Agreement, the Parties will adhere to the following to acquire data.

#### **4.1 From NatureServe Canada:**

**NatureServe Canada** will provide, at least annually, both the tabular portion and the spatial portion of the Licensed Data in a format consistent with data standards used by the NatureServe Network. The Licensed Data, or portions of the Licensed Data, are accessible to **Parks Canada** staff in the **Parks Canada** installation of Biotics, or other system, though access to Restricted Data is subject to being a Certified Data User.

Nothing in this Agreement prevents **Parks Canada** from accessing the most current data directly from the Conservation Data Centres. If **Parks Canada** staff request data not covered by this agreement directly from a Conservation Data Centre and a separate data license agreement is required by the Conservation Data Centre, that agreement will supersede the terms in this Agreement.

#### **4.2. From Parks Canada:**

**Parks Canada** will provide access to observation data through Kestrel, or will provide copies of observation data directly to the appropriate Conservation Data Centre for processing into Element Occurrences or to enhance existing Element Occurrences and supporting data.

### **5. Metadata and Support**

Subject to Section 6 (Implementation and Funding) of this Agreement, the Parties to this Agreement will provide metadata and support necessary to ensure proper use and interpretation of the Licensed Data. Metadata will document data restrictions, any known data gaps and other variances in the data (such as the exclusions of sensitive species or ecological units as required by an individual Conservation Data Centre or **Parks Canada** office), data handling considerations, or descriptions of procedures used to generalize the location of a species or ecological units. The NatureServe Network metadata will be compliant with the International Standards Organization (ISO) 19115 or Federal Geographic Data Committee (FGDC) metadata standards.

### **6. Implementation and Funding**

**Parks Canada** recognizes the effort and value-added provided by **NatureServe Canada** and the NatureServe Network when developing the licensed data set. The development of this data set depends, in part, on funding being provided by **Parks Canada** to **NatureServe Canada**. If **Parks Canada** is unable to support the implementation of this Agreement by providing funding, some data and data services would no longer be provided to **Parks Canada** by **NatureServe Canada**, such as support services related to the Licensed Data or NatureServe Data Use Training.

### **7. Protection of Data Rights**

The Parties agree that they shall not use the Licensed Data except as authorized herein. The obligations of each Party and its respective employees and agents shall survive and continue after the expiration of the Agreement or termination of rights. Such obligations shall not extend to any data, information or technical data relating to the Licensed Data which is available to the general public or which later becomes available to the general public by acts not attributable to the Data Users, or their employees, or agents.

### **8. Right to Data and Intellectual Property Right**

This Agreement does not alter any existing Intellectual Property Rights of **Parks Canada**, **NatureServe Canada**, **NatureServe** or contributing Conservation Data Centres.

## 8.2 NatureServe Canada:

All Intellectual Property Rights in and to the Licensed Data provided by **NatureServe Canada** remain the property of **NatureServe Canada**, NatureServe and the contributing Conservation Data Centres. All Intellectual Property Rights in and to the Licensed Data for data not created by **NatureServe Canada** and the NatureServe Network shall remain the property of the respective content owners and may be protected by copyright, other intellectual property laws, common law or international treaties.

**Parks Canada** shall protect the copyright interests of **NatureServe Canada**, NatureServe and the contributing Conservation Data Centres by using the Licensed Data in the manner dictated by this Agreement, including appropriate citations, acknowledgements and warranty statements, as set out in Section 9 below.

## 8.3 Parks Canada:

All Intellectual Property Rights in and to the Licensed Data provided by **Parks Canada** remain the property of **Parks Canada**. All Intellectual Property Rights in and to the Licensed Data for data not created by **Parks Canada** shall remain the property of the respective content owners and may be protected by copyright, other intellectual property laws, common law or international treaties.

**NatureServe Canada** shall protect the copyright interests of **Parks Canada** by using the Licensed Data as stated in this Agreement including appropriate citations, acknowledgements and warranty statements, as set out in Section 9 below.

## 9. Citations, Acknowledgements and Warranty Statements

### 9.1 NatureServe Canada:

If the license dataset forms a component of a final product for external use, **Parks Canada** must include the following citations, acknowledgement and warranty statements on these products. Logos of NatureServe Network members may be used on publications or other external products as appropriate with the permission of the relevant NatureServe Network members.

#### a. Citation Formats for Use in Publications

##### Multiple Contributors

*NatureServe, NatureServe Canada and member Conservation Data Centre(s) <year>.*

##### Single Contributing Conservation Data Centre

*Conservation Data Centre Name <year> Conservation Data Centre Name Database.  
Province/Territory, Country*

#### b. Data Source Statement for Use under a Graphic or Map

##### NatureServe Network as Data Source

*NatureServe, NatureServe Canada and its member Conservation Data Centres (or names of each contributing Conservation Data Centre).*

#### c. Acknowledgement Statement for Use on Data Products as Appropriate

*This information is provided by NatureServe ([www.natureserve.org](http://www.natureserve.org)), NatureServe Canada ([www.natureserve.ca](http://www.natureserve.ca)) and the Canadian Conservation Data Centres.*

d. Warranty of Data Statement for Use on Data Products as Appropriate

*The absence of data about an Element of biodiversity in any particular geographic area does not necessarily mean that Element of biodiversity is not present. Many areas have never been thoroughly surveyed. Data should not be regarded as a substitute for on-site surveys to inform decisions, for example, related to environmental assessments. If ground-disturbing activities are proposed on a site, the appropriate **NatureServe Canada** member Conservation Data Centre should be contacted for recommendations regarding a site-specific review (<http://www.natureserve.org/natureserve-network/canada/about-conservation-data-centres>).*

**Parks Canada** shall ensure that no acknowledgment of **NatureServe Canada**, or the NatureServe Network, except as permitted under section 9.1 above, shall be shown in association with any form of promotion or advertisement of Derived Products. **Parks Canada** shall not include in its promotional material:

- (a) the name, crest, logos, flags or other insignia or domain names of the NatureServe Network members, without the prior written approval of **NatureServe Canada**, which approval may be refused at **NatureServe Canada's** sole discretion; or
- (b) any annotation of any kind that may be interpreted as an endorsement by **NatureServe Canada**, or other members of the NatureServe Network, of the Derived Products.

**Parks Canada** shall include in a prominent location on all Derived Products the following notice:

*This product has been produced by Parks Canada, based on data provided by NatureServe Canada and the network of Canadian Conservation Data Centres.*

## 9.2 Parks Canada

For products developed by **NatureServe Canada**, if the product includes data on **Parks Canada** lands and waters, **Parks Canada** must be cited or acknowledged in the product as appropriate and with permission from **Parks Canada**. If possible, the appropriate **Parks Canada** Field Unit, National Park or Historic Site should be included in any citation or acknowledgement.

a. Citation Formats for Use in Publications

Multiple Contributors  
*Parks Canada <year>.*

Single Contributing Conservation Data Centre  
*Parks Canada Site Name <year>. Province/Territory, Country*

b. Data Source Statement for Use under a Graphic or Map

Parks Canada as Data Source  
*Parks Canada*

c. Acknowledgement Statement for Use on Data Products as Appropriate

*This information is provided by Parks Canada.*

d. Warranty of Data Statement for Use on Data Products as Appropriate

*The Parks Canada Agency assumes no responsibility for the accuracy or reliability of any reproduction derived from this data. The absence of data about an Element of biodiversity in any particular geographic area does not necessarily mean that Element of biodiversity is not present. Many areas have never been thoroughly surveyed.*

**NatureServe Canada** shall ensure that no acknowledgment of **Parks Canada**, except as permitted under section 9.1 above, shall be shown in association with any form of promotion or advertisement of Derived Products. NatureServe Canada NatureServe Network shall not include in its promotional material:

- (a) the name, crest, logos, flags or other insignia or domain names of **Parks Canada**, without the prior written approval of **Parks Canada**, which approval may be refused at **Parks Canada's** sole discretion; or
- (b) any annotation of any kind that may be interpreted as an endorsement by **Parks Canada** of the Derived Products.

The NatureServe Network shall include in a prominent location on all Derived Products the following notice:

*This product has been produced by or for NatureServe Canada, and the Canadian Conservation Data Centres based in part on data provided by Parks Canada.*

**10. Warranties and Liabilities**

**10.1 NatureServe Canada**

**NatureServe Canada**, NatureServe and the contributing Conservation Data Centres shall have no liability for any claim of infringement or rights by Third Parties based on any liability, loss, or damage caused or alleged caused directly or indirectly by the Licensed Data, including but not limited to any interruption of service, loss of business, anticipatory profits or indirect, special, or consequential damages resulting from the use or operation of the Licensed Data.

Although **NatureServe Canada** cannot guarantee the accuracy of the Licensed Data, **NatureServe Canada** warrants that it will make every effort to accurately compile the Licensed Data and supporting metadata, and ensure its compliance with existing quality control standards as documented in the NatureServe Quality Control Standards available upon request (ProductsandServices@natureserve.org). **NatureServe Canada** will document errors that are flagged by **Parks Canada** Data Users and correct these errors as funding and time permits.

**NatureServe Canada** shall at all times indemnify and hold **Parks Canada** and its ministers, employees and agents harmless from all claims, demands, losses, damages, costs, actions or other proceedings made, sustained, brought or prosecuted by any person in any manner, based upon, or occasioned by, or attributed to any injury, infringement or damage arising out of any action or omission of **NatureServe Canada**, arising from erroneous communication by **NatureServe Canada**, or arising from the performance or non-performance by **NatureServe Canada** of its rights and obligations hereunder, or arising from the manufacture, publication, distribution or use of derived products.

## 10.2 Parks Canada

**Parks Canada** shall have no liability for any claim of infringement or rights by Third Parties based on any liability, loss, or damage caused or alleged caused directly or indirectly by the Licensed Data, including but not limited to any interruption of service, loss of business, anticipatory profits or indirect, special, or consequential damages resulting from the use or operation of the Licensed Data.

Although **Parks Canada** cannot guarantee the accuracy of the Licensed Data, it will make every effort to accurately compile the data and metadata in the Licensed Data, and ensure its compliance with existing quality control standards. **Parks Canada** will document errors that are flagged by the NatureServe Network and correct these errors as funding and time permits.

**Parks Canada** shall at all times indemnify and hold **NatureServe Canada** and its directors, employees, contractors and agents harmless from all claims, demands, losses, damages, costs, actions or other proceedings made, sustained, brought or prosecuted by any person in any manner, based upon, or occasioned by, or attributed to any injury, infringement or damage arising out of any action or omission of **Parks Canada**, arising from erroneous communication by **Parks Canada**, or arising from the performance or non-performance by **Parks Canada** of its rights and obligations hereunder, or arising from the manufacture, publication, distribution or use of derived products.

## 11. Reporting

### 11.1 By Parks Canada:

On request by **NatureServe Canada**, **Parks Canada** will request that all **Parks Canada** Certified Data Users provide a brief summary report of uses of the NatureServe Network Licensed Data to **NatureServe Canada** to the extent possible.

The report should include the following information 1) purpose of data use, 2) description of what data was used and how it was used (e.g., type of analysis, etc.), 3) audience of data use, 4) date of data use, 5) information on where the final product can be located (if applicable), and 6) point of contact for more information on data use (not more than annually). The information for these reports should be retained for two years from the time of the data use.

In addition, **Parks Canada** shall report to **NatureServe Canada** any errors or omissions detected in the Licensed Data.

### 11.2 By NatureServe Canada:

Reporting by **NatureServe Canada** on **Parks Canada** related data management and other activities will be agreed upon and completed under specific contract funding between **Parks Canada** and **NatureServe Canada**.

In addition, **NatureServe Canada** shall report to **Parks Canada** any errors or omissions detected in data provided by **Parks Canada**.

## 12. Expiration and Termination

This Agreement shall remain in effect:

- a. until such time as the Parties mutually agree to replace, amend or terminate the Agreement; or
- b. until written notice of termination by one of the Parties at any time, such termination to take effect sixty (60) days after the receipt of such notice by the other party.

If Parties to this Agreement determine a material breach of this Agreement (which includes the public release of all, or a substantial portion of, the Licensed Data by either party), one Party shall provide notice of that breach to the other Party. Within thirty (30) days after receipt of such notice, the Receiving Party shall have 30 days to communicate in writing steps taken to correct the breach. Upon an uncorrected inadvertent material breach caused by the negligent, but not willful or wanton act, of an employee, the offended Party, at its option, may suspend the authorization of access to the Licensed Data to that employee and conduct appropriate training for those Data Users responsible for the breach as appropriate. Upon satisfactory completion of the training, the Party will restore access of the data to the Data User; however, that Data User may be required, for up to six (6) months, to report periodically to **NatureServe Canada** or to **Parks Canada** on his or her protection of the confidentiality of the Licensed Data.

In lieu of the remedy set forth above, upon a Party's failure to reasonably correct a material breach, or upon a breach caused by the willful or wanton act of an employee, the offended Party shall be entitled to terminate the right of the other Party to any further access to the Licensed Data.

In the event that one Party decides to terminate this Agreement, and provides written notice of such termination, either Party may take whatever steps deemed appropriate to terminate all active use of the Licensed Data.

Upon termination of this Agreement, **Parks Canada** shall archive the Licensed Data. **Parks Canada** will not access the archived spatial Licensed Data (Element Occurrence, Source Feature, or other spatially explicit data) except to refer to spatial data that confirm and validate regulatory submissions or decisions made by Parks Canada using those data. A termination of this Agreement would not affect **Parks Canada's** ability to continue to use the non-spatial Licensed Data or to request current spatial data directly from the Conservation Data Centres.

All obligations of the Parties which expressly or by their nature survive expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding such expiration or termination, until they are satisfied or by their nature expire. For greater clarity, and without limiting the generality of the foregoing, the following provisions survive expiration or termination of this Agreement:

- Section 9 - Citations, Acknowledgements and Warranty Statements
- Section 10 - Warranties and Liabilities

Nothing in this section shall limit other remedies available to the **NatureServe Canada** or **Parks Canada** such as using alternative dispute resolution providers to resolve any disputes arising under this Agreement.

### **13. Principal Contacts and Notices**

The principal contacts for this Agreement are listed below. All notices shall be addressed accordingly to representatives of each Party.

All notices, information or documents required for this Agreement can be delivered in writing by email, facsimile or registered mail. All notices, information or documentation must be acknowledged in writing by the receiving party within 5 working days after it has been received. Any notice not acknowledged

shall be deemed to have been received and would take effect the day the acknowledgment should have been received by the other party.

**For Parks Canada:**

Name: Nadine Crookes

Title: Director, Natural Resource Conservation Branch

Address: 30 Victoria Street, 3<sup>rd</sup> Floor (PC-03-C), Gatineau, Quebec, J8X 0B3

Phone: 819-420-9471

E-Mail: Nadine.Crookes@pc.gc.ca

**For NatureServe Canada:**

Name: Patrick Henry

Title: Executive Director

Address: NatureServe Canada, 39 McArthur Ave, Level 1-1, Ottawa, Ontario. K1L8L7

Phone: 613 986-1535

E-Mail: phenry@natureserve.ca

For questions specific to a region or jurisdiction, contact the appropriate Conservation Data Centre Coordinator. Conservation Data Centre contact information is available at:

<http://www.natureserve.org/natureserve-network/canada/about-our-cdcs>

**14. Governing Law**

This Agreement shall be governed by and construed in accordance with the applicable laws in the Province of Ontario and Canada,

The Parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

**16. Entire Agreement**

This Agreement, including the recitals, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreement or communication of any kind between the Parties in cases where these agreements are more restrictive. In cases where existing agreements are less restrictive, these agreements will supersede this Agreement. This Agreement including the recitals, may only be amended in writing, signed by both Parties, which expressly states the intention to amend this Agreement.

**17. Conflict of Interest**

Before contacting current or former public servants, public office holders, senators or members of Parliament to implement this agreement, the parties must obtain a statement of compliance with standards governing conflicts of interest and post-employment measures from the public servant, public office holder, senator or Member of Parliament.

**18. Not a Legal Partnership, Joint Venture or Agency**

The Parties expressly disclaim any intention to create a legal partnership, joint venture or agency relationship. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Parties shall constitute or be deemed to constitute the Parties as legal partners, joint ventures, principal and agent in any way or for any purpose or formal business organization of any kind. Neither Party shall represent themselves to be an agent of the other Party.

The Parties, as between themselves, shall be deemed to be independent contracting entities and the employees of one shall not be deemed to be the employees of the other and the rights and obligations of the parties shall be only those expressly stated in this document.

Nothing in this Agreement shall be construed as providing for the share of profits or debts arising out of the efforts of either of the Parties.

**19. Dispute Resolution**

In the event of a dispute arising under the terms of this Agreement, the Parties shall make a good-faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they may agree to submit the dispute to mediation. The Parties shall equally bear the costs of mediation.

**20. Miscellaneous**

Each of the Parties shall execute such further and other documents and instruments and of such further and other things as may be necessary to implement and carry out the intent of this Agreement.

No Party shall assign or sublicense any or all of its interest in this Agreement without the prior written consent of the other Party.

A waiver of a breach of a provision of this Agreement shall not be binding upon a Party unless it is in writing and signed by the waiving Party and delivered to the other Parties.

**21. Authority**

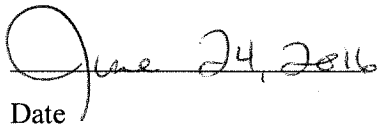
The individual(s) signing this Agreement on behalf of a Party represent and warrant that they have the capacity and the authority to enter into this Agreement on behalf of that Party.

On behalf of **PARKS CANADA**

Nadine Crookes, Director  
Natural Resource Conservation Branch,  
Parks Canada Agency

A handwritten signature in cursive script, appearing to read 'Nadine Crookes', written over a horizontal line.

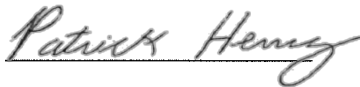
Signature

A handwritten date 'June 24, 2016' written in cursive script over a horizontal line.

Date

On behalf of **NatureServe Canada**

Patrick Henry, Executive Director,  
NatureServe Canada

A handwritten signature in cursive script, appearing to read 'Patrick Henry', written over a horizontal line.

Signature

June 28, 2016

Date

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