

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

## General information

The *Access to Information and Protection of Privacy Act* (the *Act*) provides for the disclosure of information about species and ecosystems except where such disclosure could reasonably be expected to result in damage to, or interference with, the conservation of the species or ecosystem as per section 78 of the *Act*. It also provides for refusal to disclose information that could be harmful to relationships with other governments or to third party business interests or to personal privacy as per sections 76, 77 and 70 of the *Act* respectively. This form is an appendix to the Fish and Wildlife Branch Data Sharing Policy.

## Between

GOVERNMENT OF YUKON  
As represented by the Minister of Environment (“Yukon”)

And

Recipient’s name	
Given name	Family name
PART A – Recipient’s contact information	
Address	
Telephone	Email
Company or institution (if applicable)	Position (if applicable)
PART B – Agreement on terms and conditions of access	
<p><b>Whereas</b></p> <p>Yukon wishes to provide the Recipient with access to Sensitive Ecological Data if the Recipient has provided an acceptable business case for requiring access to the data;</p> <p><b>Therefore</b></p> <p>Now therefore in consideration of Yukon providing the Sensitive Ecological Data to the Recipient and such other considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:</p> <ol style="list-style-type: none"> <li>1. Sensitive Ecological Data means the data and information identified as such as per the Fish and Wildlife Branch’s Data Sharing Policy and includes without limitation individual locations and polygons, email correspondence, reports, maps and spatial files, in written, verbal or machine-readable form.</li> <li>2. The Recipient is responsible for maintaining the security and confidentiality of all Sensitive Ecological Data provided under the terms of this Agreement, including secure storage of the Sensitive Ecological Data.</li> <li>3. Reports or any other works prepared by the Recipient based on or using the Sensitive Ecological Data will not display or disclose the Sensitive Ecological Data:             <ol style="list-style-type: none"> <li>a. at a scale or detail that Yukon does not itself release publicly OR</li> <li>b. without approval from the Data Steward(s) (the Program area(s) within the Fish and Wildlife Branch responsible for the data and information in question) regarding method of display</li> </ol> </li> </ol>	

4. Prior to sharing any Sensitive Ecological Data with co-workers or clients, the recipient will check with the Data Steward(s) to ensure that any individuals with whom there is a need to share the Sensitive Ecological Data have a current signed Confidentiality and Non-Disclosure Agreement with Yukon and meet the criteria for having a business case for requiring access to the data, as per the Fish and Wildlife Branch's Data Sharing Policy.
5. The Recipient will, as soon as possible, notify Yukon of any legal compulsion that requires the Recipient to disclose Sensitive Ecological Data.
6. The Recipient will destroy all copies of the Sensitive Ecological Data provided by Yukon once the purposes for which it was requested have been completed, or at Yukon's request. The Recipient will deliver to Yukon written confirmation of doing so.
7. Yukon shall retain all its rights to the Sensitive Ecological Data and the Recipient acknowledges that Yukon is not waiving, transferring or assigning these rights.
8. Yukon makes no warranties, representations or guarantees regarding the accuracy, timeliness, completeness or fitness for use of the Sensitive Ecological Data.
9. Yukon has the right to withdraw access to Sensitive Ecological Data without prior notice.
10. The Recipient is responsible for ensuring complete compliance with the conditions of this Agreement. In the event that the Recipient becomes aware of a breach of any of the conditions of this Agreement, the Recipient will immediately notify Yukon in writing. The Recipient may be requested by Yukon to take action to remediate the breach. Yukon may also take action to prevent any further disclosure of the Sensitive Ecological Data obtained under this Agreement.
11. The Recipient acknowledges and agrees that unauthorized disclosure of Sensitive Ecological Data may cause irreparable harm and significant loss that may be difficult to ascertain and that Yukon may seek equitable relief, restraining order, injunction, decree or other remedy, as may be appropriate to restrain such unauthorized disclosure breach, and/or prevent any further such unauthorized disclosure.
12. Contravention of the conditions of this Agreement may lead to the withdrawal of Sensitive Ecological Data access privileges.
13. In the event that any provisions of this Agreement are determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent possible.
14. This Agreement terminates only when the Recipient no longer has custody or control of any Sensitive Ecological Data, saving that the Recipient's obligation to keep confidential any Sensitive Ecological Data that cannot be destroyed because it is held in the Recipient's memory shall survive the termination of this Agreement and shall remain enforceable in perpetuity.

### PART C – Signatures

Government of Yukon	Recipient
<hr/> Print name	<hr/> Print name
<hr/> Title	<hr/> Title
<hr/> Signature	<hr/> Signature
<hr/> YYYY/MM/DD	<hr/> YYYY/MM/DD
<hr/> Date	<hr/> Date

Personal information is collected under the authority of S.15(c)(i) of the *Access to Information and Protection of Privacy Act* S.Y. 2018, c.9 and will be used for the administration of the *Wildlife Act* and the *Environment Act*, and for evaluation, research, and statistical purposes. Information collected on this form is pursuant to the *Access to Information and Protection of Privacy Act* S.Y. 2018, c.9 and may be disclosed. For further information, contact Fish and Wildlife Branch, Department of Environment, Government of Yukon, Box 2703, Whitehorse, YT Y1A 2C6, [fish.wildlife@yukon.ca](mailto:fish.wildlife@yukon.ca) or toll free within Yukon 1-800-661-0408 ext. 3645.