

NRCan Agreement

I am a faculty member, student, or staff member at the University of Saskatchewan (the "institution") and I agree to abide by the conditions outlined in this agreement:

I understand and acknowledge that:

- Her Majesty the Queen in right of Canada represented by National Resources Canada (NRCan) is owner of the Data and that the Data is protected under the Copyright Act. NRCan retains all ownership interests in the Data.
- The Data is provided to me for the exclusive purposes of teaching or academic research and may not be used for any other purpose without the explicit written approval, in advance, of NRCan.
- I will not sell, loan, lease, distribute, transfer or sublicense the Data, nor authorize or allow any party to duplicate or reproduce the Data, in whole or in part, in any form or format whatsoever without the prior written consent of NRCan.
- I will not use the Data in the pursuit of any commercial or income-generating activity.
- I may publish excerpts of the Data in research communications such as scholarly papers, journals and the like according to the following guidelines:
- No image shall represent more than 25% of a data set. (If the sector of interest exceeds 25%, it must be divided into portions equal to or less than 25% of a data set);
- Data to be displayed in a digital mode must be represented in a raster format only. No vector data is allowed. The resolution of raster images shall not exceed 150 dots per inch (dpi);
- Natural Resources Canada must be identified as the source of the data on each image, in the following way:
 - Extract of the data set ... at (scale ...)
 - © Her Majesty the Queen in Right of Canada
 - Reproduced with the permission of Natural Resources Canada
- I acknowledge that the Data is provided on an “as is” basis. Neither NRCan nor the Institution make any guarantees, representations or warranties respecting the Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.

- Neither NRCan nor the Institution shall be liable in respect of any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from my use or possession of the Data. Neither NRCan nor the Institution shall not be liable in any way for loss of revenue or contracts, or any other consequential loss of any kind resulting from any defect in the Data.
- I will indemnify and save harmless, NRCan and its Ministers, officers, employees and agents and the Institution and its officers, employees and agents, from and against any claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of my use or possession of the Data.
- Data obtained pursuant to this agreement remains the property of NRCan. I will return the Data to the Institution on the earlier of _____ or the date I am no longer affiliated with the Institution or the date the Institution's license with NRCan to use the Data should terminate. Immediately upon return of the Data, I will delete all relevant files from my CPU and return any written materials in connection therewith, including modified copies, if any, and will confirm in writing that the Data and all copies have been destroyed or returned to the Library.
- I understand that my rights to use the Data cease when I am no longer affiliated with the Institution or in the event that Institution's license with NRCan to use the Data should terminate.

Researcher Name: _____

Research Contact: _____

Researcher Signature:

Date:

Data Custodian Signature:
(on behalf of Institution)

Date: