

NON-PERSONAL DATA AND INFORMATION SHARING AGREEMENT

Parties

- (1) North Atlantic Salmon Conservation Organization, whose registered office is at 11 Rutland Square, Edinburgh, EH1 2AS, Scotland, UK (NASCO); and
- (2) [NAME AND ADDRESS] (**Recipient**).

Background

- (A) NASCO is an international organisation, established by convention in 1984. NASCO's mission is to support and promote urgent and transformative actions directed at the protection, conservation and restoration of wild Atlantic salmon throughout the species' range.
- (B) The Wild Atlantic Salmon Atlas is an interactive ArcGIS database of salmon rivers in NASCO's Parties and jurisdictions which aims to provide information on rivers across the North Atlantic that have wild salmon associated with them, including the status of those salmon populations.
- (C) The Recipient wishes to receive, and NASCO wishes to provide, certain information used to create the Wild Atlantic Salmon Atlas, for the purpose of non-commercial research on the terms of this agreement.

1. Definitions

- 1.1 The following definitions apply in this document:

Data Protection Acts: the Data Protection Act 2018 as amended or re-enacted from time to time.

Purpose: the non-commercial purpose specified in the table in clause 2.1.

Wild Atlantic Salmon Atlas: an interactive ArcGIS database of salmon rivers in NASCO's parties and jurisdictions, which is available at the date of this agreement at the Website.

Website: <https://storymaps.arcgis.com/stories/4d2409f631064f9789580f3dfe458c05>

- 1.2 For the purposes of this document, 'information' includes non-personal information, data, records, documents and other content which does not contain personal names, addresses, contact details or any other data pertaining to data subjects under the Data Protection Acts.

2. Supply of Information

- 2.1 NASCO will endeavour to supply information used to create the Wild Atlantic Salmon Atlas as more particularly described in the table below, depending on the availability of the data, for use by the Recipient for the Purpose. The information will be provided

in Excel format to the email address specified in the table below as soon as practicable. No guarantee is given that the information will be provided by the date specified.

Data type	
Year(s)	
Countries/regions	
Purpose	
Date required by	
Email address	

- 2.2 The Recipient shall provide a copy of their final use of the data, such as a presentation, research paper or thesis, to NASCO if this includes any analysis of information provided by NASCO, as soon as practicable.

3. Intellectual Property

- 3.1 The parties recognise that the information (and the expressions of that information) provided by the other may be protected by a variety of intellectual property rights including copyright, registered and unregistered trademarks, know-how, database rights and confidential information. Nothing in this agreement is intended to affect each party's ownership of their intellectual property rights.
- 3.2 The parties grant each other a non-exclusive, limited, licence to use the information and documents provided under this agreement in accordance with the terms of this agreement. The licence granted to the Recipient is for the duration of this agreement and is not transferrable or sub-licensable by the Recipient.
- 3.3 NASCO may, without limit as to time, use any analysis undertaken by the Recipient for non-commercial research purposes, including without limit that which is included in the Recipient's final use of the information provided by NASCO, and distribute that analysis to its parties and stakeholders.
- 3.4 This document does not affect the parties' freedom under fair dealing or fair use or any other copyright or database right exceptions and limitations (if, and to the extent applicable) which cannot be restricted by contract.

4. Restrictions and Disclaimers

- 4.1 Extracts from the information provided by NASCO (of no more than is reasonably necessary) may be included in the Recipient's final use of the information provided by NASCO, but no part of the information shall otherwise be published or disclosed to third parties without the express written permission of NASCO being sought and given prior to such action being taken. The Recipient must acknowledge NASCO as the source of the information at all times.
- 4.2 The information provided by NASCO will not be merged with other datasets, unless its unique source is clearly identified throughout.
- 4.3 The Recipient will not seek to profit financially from the information provided by NASCO.
- 4.4 This agreement does not grant the Recipient any right to use the information provided by NASCO in a way that suggests any official status or that NASCO endorses the Recipient or their use of the information.
- 4.5 The information provided by NASCO must not be used in any way which brings or is likely to bring NASCO into disrepute.
- 4.6 Although every effort is taken to ensure the accuracy of the information used to create the Wild Atlantic Salmon Atlas, it is acknowledged that the information is collected by varying methods and can vary in consistency; therefore NASCO does not accept any liability for the accuracy of the information provided.
- 4.7 The Recipient makes no warranties as to the accuracy, efficacy or completeness of any of the results of the use of the information provided by NASCO and disclaims any and all liability that may be based on any reliance on such results.
- 4.8 It is assumed that the data provided under this agreement will be in its raw form with no analysis by NASCO and will be used by the recipient for analysis and/or research purposes. If the analysis is to be published in any scientific paper or publication, then the source of the data must be credited to NASCO.
- 4.9 Actions taken by the Recipient as a result of information provided by NASCO will be reported to NASCO to assist in developing our understanding and to communicate robust scientific explanations to our stakeholders.

5. Name and Logo

- 5.1 Neither party may use the other party's logo in any way without their prior permission. Where use of a party's logo is so approved, it should be used in accordance with the guidelines supplied at that time.
- 5.2 When permission is granted for the use of the NASCO name and logo, permission will usually be granted for one purpose/event only and will usually be time limited.
- 5.3 In any event, the NASCO name and logo must not be used in any way which brings or is likely to bring NASCO into disrepute.

6. Status

Nothing in this agreement will be construed as creating a partnership or joint venture. Neither party will represent itself as being the agent of the other party and nor is either party authorised to commit the other party to any arrangement with a third party.

7. Duration

- 7.1 This agreement shall continue for a period of two years unless terminated by either party giving 1 month's notice of termination at any time.
- 7.2 The Recipient shall cease all use of the information provided by NASCO with effect from the expiration or termination of this agreement. Where this agreement expires or is terminated, it shall be without prejudice to the enforceability of clause 2.2, the rights granted to NASCO only under clause 3.2, and clauses 3.3, 3.4, 4.6, 4.7, 4.9, 7.2 and 8.

8. Governing Law and Jurisdiction

This agreement shall be governed by the law of Scotland. The courts of Scotland shall have jurisdiction in relation to any disputes arising under or in connection with this agreement.

9. Operation and Management

The contact identified in Schedule 1 will coordinate the day-to-day management of the information exchange on behalf of NASCO and, where the Recipient is not an individual, the contact identified in Schedule 1 will coordinate the day to day management of information exchange on behalf of the Recipient. The parties will work closely to facilitate the smooth exchange of information.

This agreement has been signed by or on behalf of the parties as follows:

Signed on behalf of NASCO:

Name:

Job title:

Signature:

Date:

Signed by/on behalf of the Recipient:

Name:

Job title (if signing on behalf of the Recipient):

Signature:

Date:

SCHEDULE 1 - CONTACT DETAILS FOR DAY-TO-DAY OPERATION OF THIS AGREEMENT

NASCO:

Dr Clare Cavers

NASCO, 11 Rutland Square, Edinburgh EH1 2AS, Scotland, UK.

hq@nasco.int

(Int +44) 131 228 4384

Recipient:

(to be completed where the Recipient is an organisation or institution rather than an individual)

Contact name:

Contact address:

Contact email address:

Contact telephone no: