

SCHEDULE "B"
DATA RELEASE AGREEMENT

This is Schedule "B" to the License Agreement dated the 22nd of February 2018.

I am a faculty/student/staff member of the Licensee. I agree to abide by the terms and conditions outlined in this Data Release Agreement and will comply with the terms of the Data License Agreement ("Data Agreement") between the Licensee and The City of Calgary ("The City").

Data Use

Specify the data type and the purpose for which the data will be used along with the faculty, course name and course number.

Data Type:

Purpose:

Faculty:

Course Name:

Course Number:

I understand and acknowledge that:

1. Title to and ownership of the Data (defined as the Product in the Data Agreement) and any modifications made thereto will at all times remain with The City.
2. The Data is provided to me for **educational use only and is to be used exclusively for instruction and academic research** and is not be used for any other purposes.

3. I will not copy, 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.

4. I will ensure that the Data is secure from direct access by third parties by both physical security measures (security zones, locked rooms, controlled access to premises) and information security measures (controlled computer access, authentication of system users, communications security).

5. I will not use the Data in the pursuit of any commercial or income-generating activity.

6. If I wish to publish any work derived from the use of the Data in journals etc. I will provide to The City, for its review and commentary, one (1) copy of any proposed publication that incorporates the Product at least thirty (30) days in advance of the date of a proposed disclosure. If The City does not object in writing to such disclosure within thirty (30) days of its receipt, the Licensee shall be free to proceed. In the event written objection is made by The City and those objections are reasonable, The City and the Licensee shall negotiate a reasonable and acceptable version of the proposed disclosure within the original thirty (30) day notice period.

7. I acknowledge that the Data is provided on an "as is" basis and neither The City nor the Licensee 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.

8. I understand that The City has the right to audit my use of the Data to determine whether or not the provisions of the Data Agreement have been complied with.

9. I understand that I must return the Data or certify it has been destroyed if the use for the Data no longer meets this Data Release Agreement; if I am no longer affiliated with the Licensee; or in the event the Data Agreement with The City should terminate.

Faculty Name: _____

Signature: _____

Date: _____

Student(s) Name(s): _____

Signature: _____

Date: _____