

OBWB

Data Sharing Request Form

Data Sharing Protocol & Agreement

Overview of Data Access

The Okanagan Basin Water Board (OBWB) is responsible for managing a large volume of data collected through the Okanagan Water Supply and Demand Project. This data has a variety of uses for water management and stewardship that the OBWB wishes to make widely available.

This document describes the process for accessing this data, and includes the following:

- Data Sharing Request Form
- Data Sharing Protocol
 - Background
 - Guiding Principles and Procedures
- Data Sharing Agreement

Submitting A Data Request:

1. Visit the Okanagan Water Supply & Demand Project website at www.obwb.ca/wsd or contact OBWB to determine what data, data products, or reports are available for immediate public access.
2. If the data you are seeking is not available for immediate public access, complete the **Data Sharing Request Form** (see next page) to submit your data request to the OBWB. You will be asked to provide your name, organization, contact information, and more detail about your project and intended data use. Data management is publicly funded, and continued funding depends in part on demonstrating data use.
3. The Data Management Committee will review your submission and determine whether the requested data or data products may be released by OBWB, or whether the data is restricted by another data sharing agreement, or is otherwise unavailable*.
4. If the data or data products can be released by OBWB, the **Data Sharing Agreement** (page 6) will be executed. OBWB Staff or Approved Contractors will assist with retrieval of data or data products.
5. The OBWB will cover all or a portion of data retrieval costs for Okanagan local governments, with the cost-sharing formula to be determined by the scale of the request and availability of funding. Parties other than local governments, or not contributing to the Project, will be charged on a cost-recovery basis.
6. Please provide the OBWB with copies of the results of your project, prior to final public release.

** NOTE: Data and data products from the Okanagan Water Demand Model may be restricted by pre-existing data sharing agreements with Okanagan local governments, BC Assessment, and the BC Ministry of Agriculture and Lands. It may be necessary to sign additional agreements, obtain written permission, or pay an additional charge to the owners of these data.*

Schedule 'A'

Data Sharing Request Form

Contact Information

Name:

Title:

Organization:

E-Mail Address:

* required

Phone Number:

Project Information

Project Title:

Purpose:

Study Area:

Proposed Data Products and Intended Use

Proposed Data Products:

Please list the types of data or data products that you wish the OBWB to provide.

Intended Use of Data:

Please be as specific as possible.

Additional Information

Include any additional information to describe your data request.

Data Sharing Protocol

This protocol applies to data and data products derived from the Okanagan Water Supply & Demand Project and the Okanagan Water Database.

Background:

The Okanagan Water Supply & Demand Project (the "Project") uses measured data and analytical models to give a scientific estimate of current and future water supply and demand in the Okanagan Basin. The Project assesses the water regime (hydrology, water use and demand, groundwater, lake evaporation and in-stream flow requirements) with a hydrologic model, a GIS-based water demand model, and a climate model which can incorporate scenarios for future climate change and population growth. An accounting model uses these outputs to calculate a water balance at 81 key points in the Basin.

The goal is to understand water supply and demand patterns in the watershed and for the lake system overall, and to examine management alternatives that consider future population growth, climate change, land use, economic drivers and the environment. The models will be updated over time as new information becomes available.

The Project is a collaborative partnership between the Okanagan Basin Water Board (OBWB) and the BC Ministry of Environment. Other contributors include the Ministry of Community, Sport and Cultural Development, and Ministry of Agriculture; the federal Ministries of Environment, Agriculture and Agri-Food Canada, Fisheries and Oceans Canada; the Okanagan Nation Alliance, UBC-O, SFU, the BC Agriculture Council, and the Water Supply Association of BC, among others.

The OBWB is the primary stakeholder, and retains the rights to most data and data products, referred to as the Research Data. One of the Project's objectives is to make the Research Data available to decision makers, managers, researchers, and the general public to advance the best water management and stewardship in the Okanagan Basin.

The Research Data fall into two categories: **actual data** such as measurements of stream flow and water use, and **derived data** such as modeled estimates of future stream-flow or water availability. Each of these data types has strengths and weaknesses for different applications, and different levels of accuracy and uncertainty. **Data users must educate themselves to make appropriate and responsible use of these products.**

Guiding Principles and Procedures:

Data products from the Okanagan Water Supply & Demand Project and Okanagan Water Database (collectively the "Research Data") are intended to be shared in accord with the following principles and procedures. If the data are not generally available to the public they may be accessed in a process by which a third party (the "Licensee") enters into a Data Sharing Agreement with OBWB.

1. All data or data products arising from the Project or developed as a component of the modeling effort within the Project should be made publicly available unless governed by a pre-existing agreement.
2. If a pre-existing agreement restricts or prohibits the release of certain Research Data, the OBWB must adhere to those restrictions in any future agreement.

3. If Research Data have been specifically identified as confidential or harmful to the public health or safety, it will be withheld, or identified for limited disclosure in accordance with applicable legislation.
4. The OBWB will endeavour to make as much Research Data as possible available on-line on a 'self-serve' basis ("Self-Serve Data").
5. Users of Self-Serve Data are requested to notify the OBWB of the intended use of the data, for record-keeping purposes.
6. Research Data that are not Self-Serve Data are considered to be 'protected' by default, ("Protected Data").
7. A formal request must be made to OBWB before Protected Data may be accessed or used, and third parties will be required to complete and execute a data sharing agreement as attached in Appendix I, (the "Data Sharing Agreement").
8. Parties accessing Protected Data may only use those data for the purposes described in their Data Sharing Agreement with the OBWB, and must re-apply to the OBWB for every subsequent use.
9. A Data Management Committee will be appointed from among the Project's partner organizations to review requests for Protected Data and determine whether there are restrictions on use due to a pre-existing data sharing agreement, or if they are otherwise restricted per Item 3, above.
10. The Data Management Committee may, from time to time, propose, add to, remove from, or otherwise amend a list of contractors who they believe have the training and capacity to assist with data retrieval for the purposes of the Protected Data, ("Approved Contractors") and the Data Management Committee may also recommend to the OBWB a fee-for-service rate structure.
11. Upon authorization of a Data Sharing Request, in accordance with an executed Data Sharing Agreement, the Licensee will make independent arrangements for Protected Data retrieval with an Approved Contractor.
12. The OBWB will seek to share costs of data retrieval by local governments within the Okanagan Basin, depending on funding availability and the scale of the request, and in accordance with a cost-sharing formula determined by OBWB.
13. The costs of any other professional assistance in retrieving Protected Data, data products, or specific services not directly related to the Project may be charged to those receiving assistance on a cost-recovery basis or otherwise in accordance with OBWB policy, which will not be inconsistent with applicable legislation.

Appendix I

Data Sharing Agreement

For data from the Okanagan Water Supply & Demand Project and the Okanagan Water Database

Between

Okanagan Basin Water Board
1450 KLO Road
Kelowna, BC V1W 3Z4

and

[NAME of Licensee Requesting Shared Data]

Referred to herein as the “Licensee”

[DATE]

WHEREAS:

- A. The Okanagan Basin Water Board (“OBWB”) has data and data products deriving from the Okanagan Water Supply & Demand Project and Okanagan Water Database, (collectively the “Research Data”);
- B. The Licensee is working on a project related to water supply and demand in the Okanagan, (the “Licensee’s Project”);
- C. The Licensee wishes to access Research Data that are not generally available through the OBWB website at www.obwb.ca/wsd, (the “Protected Data”);

- D. The Licensee has completed and signed Schedule “A”, attached to and forming part of this Agreement, containing detailed information on the Licensee’s Project including the project name, intended purpose and use of the Protected Data and other Shared Data, and has listed the specifically-requested data products for the study area of the Licensee’s Project as defined in Schedule A;
- E. OBWB will provide the Licensee with the Protected Data listed in Schedule A from the Research Data and any other Research Data, technical or historic data, materials or documents that are not otherwise controlled by an existing data sharing agreement (or otherwise restricted) on the terms set out in this Agreement, (the Shared Data”).

NOW THEREFORE in consideration of the Shared Data provided to the Licensee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Licensee, the Parties agree that:

1. The OBWB authorizes the Licensee to use the Protected Data portion of the Shared Data for the project, use, and purposes as set out in Schedule A, but for no other purpose.
2. The OBWB makes no representation or warranty whatsoever as to the accuracy, currency or completeness of any of the Shared Data, or its suitability for the intended use by the Licensee, and the Licensee agrees that OBWB will not be responsible in any way for the reliance on or use of the Shared Data by the Licensee or for any errors or omissions in or any reliance on the Shared Data.
3. The Licensee may not forward or otherwise share the original Protected Data with third parties, except with partners of the Licensee’s Project and only for the purposes of the Licensee’s Project. Nor may the Licensee retain or copy the original Protected Data or other original Shared Data, except to the extent reasonably necessary to present a synthesis of the Protected Data and to incorporate limited extracts or into the Licensee’s Project for that purpose, or to provide a corroborative record for project documentation.
4. The Licensee agrees to provide to the OBWB in timely fashion, the results of the Licensee’s Project, including digital and spatial data and written papers.
5. Before final public release of the Licensee’s Project, the Licensee will provide to the OBWB copies of all reports, digital and spatial data products, accompanied by all related metadata describing the purpose of the data, source, format, attributes, and projection information. Prior to public release of interim results, the Licensee will notify the OBWB by providing a copy of the results summary and copy of presentations, if any.
6. The Licensee acknowledges that the OBWB retains copyright on the Protected Data and any other Shared Data. Any use not expressly permitted by OBWB and set out in Schedule “A” is prohibited.

- 7. The Licensee agrees to accept full responsibility for the Licensee’s own interpretation, synthesis and use of the Shared Data and to accept full responsibility for obtaining its own independent financial, legal, engineering, technical and other advice with respect to this Agreement and any information included in the Shared Data
- 8. The OBWB may require the Licensee to complete a digital data sharing agreement with the B.C. Ministry of Agriculture or other project partner if a portion of the Shared Data is owned by another organization.
- 9. The OBWB and the Licensee agree that they will attempt, firstly, to resolve any dispute between them by a process of good faith negotiation. Thereafter, if the matter in dispute is not appropriate for review by the Province's Information and Privacy Commissioner, the parties agree to attend mediation before a single qualified and independent mediator paid for equally by the parties to the dispute and appointed by agreement between the parties. A minimum of one full day of such good faith mediation is agreed to be a necessary step before commencement of any further method of dispute resolution, whether that further dispute resolution mechanism be by way of any Court proceeding or by way of any agreed method of binding arbitration before a single arbitrator.

The Parties have executed this agreement on the date written below:

Licensee:

Okanagan Basin Water Board (OBWB):

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____