SCHEDULE "B"
DATA RELEASE AGREEMENT

I am a faculty/student/staff member at the Southern Alberta Institute of Technology. agree to abide by the terms and conditions outlined in this agreement and will comply with the terms of the Data Licence Agreement ("Data Agreement") between the Board of Governors of the Southern Alberta Institute of Technology ("The Institute") 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:
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Site/Address:
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

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 the exclusive purposes of teaching and academic research and may not be used for any other purposes.

AGR/0: 3321
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 acknowledge that use of the Data is restricted to educational use and is not to be commercialized in any way. “Commercialized”, in respect to the Data or product or service derived from the Data includes; distributing, sharing, giving away, selling, letting for hire, or by way of trade, offering or exposing for sale or hire any articles containing the Data or any product or service derived from or incorporating the Data.

6. If I wish to publish any work derived from the use of the Data in journals etc. will provide to the City 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 to the City for its review and commentary. If the City does not object in writing to such disclosure within thirty (30) days of its receipt, the Institute or the Student shall be free to proceed. In the event written objection is made by the City and those objections are reasonable, the City and the party proposing to make a disclosure 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 Institute 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 its been destroyed if the use for the Data no longer meets this agreement; if I am no longer affiliated with the Institute; or in the event the institute’s license with The City to use the Data should terminate.

Name __________________________________________ Date: _____________________________
Signature __________________________________________

Name __________________________________________ Date: _____________________________
Signature __________________________________________