

To Request Access to the Yukon Archaeological Sites Data Base:

- 1) You must download the Licence Agreement.
- 2) Please complete Schedule A and fax or email it to Ruth Gotthardt (867-667-5377 / Ruth.Gotthardt@gov.yk.ca).
- 3) We will review your request and will contact you with the results. If we find that archaeological data exists for your study area you must submit an original copy of the completed and signed Agreement and Schedule A before we will release the data.
- 4) Signed agreements may be sent:

By mail: Archaeology Program, Heritage Resources
Department of Tourism & Culture
Government of Yukon
Box 2703, Whitehorse, Yukon Y1A 2C6

By courier: Archaeology Program
133A Industrial Road, Whitehorse Yukon Y1A 2V2
(867 667 5983)

Submitting a signed Licence Agreement does not guarantee that the Government of the Yukon will provide access to the Yukon Archaeological Sites Data Base. In the interests of protecting valued heritage resources, the Government of the Yukon reserves the right to withhold the provision of any archaeological site information requested in accordance with the discretionary powers provided for in section 21 of the *Access to Information and Protection of Privacy Act, 1995*.

Important Information about Archaeological Site Data and Land Use/Land Disposal Review:

Archaeological sites, and access to information about them, are protected by legislation in the Yukon. Please note that documents submitted to YESAA Designated Offices or to the YESAB, to the Yukon Water Board, or to Yukon regulators in respect of a land use or land disposal are public documents. Depicting archaeological sites in these documents may contravene section 5 and 6 of the Licence Agreement.

The Yukon Archaeological Sites Data Base contains records for “known” or recorded archaeological sites. Since archaeologists have not yet systematically investigated many areas of the Yukon, it is possible that unrecorded archaeological sites exist within your area of interest. Archaeological impact assessments are frequently necessary for development projects in areas where there is little known about heritage resources.

Do not assume that the coordinates provided for archaeological sites are precise. Information on sites has been gathered over many decades and most coordinates were obtained prior to precision GPS. Coordinates for any given site might vary by up to 200 metres. Archaeological site locations are provided as point data, usually marked at the center of a site. Sites vary in extent and size however, and information regarding this is located in the site record. You should pay particular attention to this if you are planning development activities in the vicinity of an archaeological site. Territorial and federal law prohibits development activities within 30 metres of a known or suspected archaeological site.

Archaeological research in the Yukon requires a valid Yukon Archaeological Sites Regulations Permit. Permit forms and requirements are available www.yukonheritage.com. Questions concerning data content, structure, standards, policy and procedures should be directed to Dr. Ruth Gotthardt, Yukon Archaeologist, Government of Yukon (by email to Ruth.Gotthardt@gov.yk.ca or by phone at 867-667-5983).

Licence Agreement to Access the Yukon Archaeological Sites Database

THIS LICENCE AGREEMENT MADE THIS ___ day of _____, 200_

TO: The Government of the Yukon, as represented by the Minister of the Department of Tourism and Culture (herein the “Government of Yukon”)
P.O. Box 2703
Whitehorse, Yukon Y1A 2C6

WHEREAS:

- A. Archaeological sites, and access to information about them, are protected by legislation in the Yukon.
- B. The Government of Yukon is the owner of the property rights in a digital spatial data base known as the “Yukon Archaeological Sites Data Base” (herein the “Yukon Archaeological Sites Data Base”) and which consists of a digital file comprised of several thousand data records describing the geographic location, nature, and extent of known archaeological sites in the Yukon and a digital file created using the Geographic Information System which provides for a visual representation of some of the data.
- C. The Yukon Archaeological Sites Data Base was created for and/or by the Government of Yukon for visual purposes, to aid in environmental assessment and land use permit application and review processes and for archaeological research purposes.
- D. The signatory to this Agreement (herein the “Licensee”) wishes to obtain and make use of that portion of the Yukon Archaeological Sites Data Base as more particularly specified in Schedule “A” attached hereto (said portion herein called the “Data Base Subset”) in hard copy and/or digital copy format.
- E. The Government of Yukon has agreed to make the Data Base Subset available to the Licensee and to grant a non-exclusive licence to the Licensee to use the Data Base Subset for the purposes of the specific project set forth in Schedule “A” attached hereto and subject to the terms and conditions specified in this Licence Agreement.

NOW THEREFORE, in consideration of the Government of Yukon providing the Data Base Subset to the Licensee, receipt of which is acknowledged by the Licensee, the Licensee acknowledges and covenants and agrees as follows:

1. The Government of Yukon is the owner of the property rights in the Yukon Archaeological Sites Data Base (including the Data Base Subset) and the Yukon Archaeological Sites Data Base (including the Data Base Subset) is protected under the Copyright Act (Canada).
2. The Licensee shall not dispute or contest, directly or indirectly, the validity, ownership or enforceability of the Government of Yukon’s right, title or interest in and to the Yukon Archaeological Sites Data (including the Data Base Subset).

3. The Government of Yukon is under no obligation to provide to the Licensee any updated or revised versions of the Data Base Subset.

4. The Licensee has been granted a non-exclusive licence for a term of one (1) year from the date of this Licence Agreement to use the Data Base Subset anywhere in Canada for the purposes specified in this Licence Agreement. The Government of Yukon has not agreed to transfer or assign to the Licensee the whole or any part of the Government of Yukon's right, title or interest in or to the Yukon Archaeological Sites Data Base (including the Data Base Subset).

5. Except as otherwise expressly provided in this Licence Agreement, the Licensee shall not, without the prior written consent of the Government of Yukon:

- (a) display, duplicate or reproduce, in whole or in part, the Data Base Subset in any form or format whatsoever; or
- (b) sell, loan, lease, distribute, transfer, grant, licence, sub-licence or assign the Data Base Subset or any of the rights granted to the Licensee pursuant to this Licence Agreement to any third party.

6. The Licensee may use the Data Base Subset only for the purposes of the specific project set forth in Schedule "A" attached hereto, including, where specified, the creation of new maps with new layers, alterations and enhancements (herein "New Maps"), subject to the following terms and conditions:

- (a) New Maps, in whatever form or format whatsoever they are produced, must contain a reference which:
 - (i) acknowledges that the Yukon Archaeological Sites Data Base was used as a basis for the preparation of the New Maps and that the Yukon Archaeological Sites Data Base is the property of the Government of Yukon by inclusion of the following wording on the New Maps:

Archaeological Site Data provided by the Government of Yukon,
Archaeology Program; © Government of the Yukon, Department
of Tourism and Culture;

- (ii) the Government of Yukon makes no guarantees, representations or warranties respecting the Yukon Archaeological Sites Data Base (including the Data Base Subset), express or implied, arising by law or otherwise, including but not limited to, the effectiveness, completeness, accuracy or fitness for any particular purpose of the Yukon Archaeological Sites Data Base (including the Data Base Subset); and
- (iii) indicates the New Maps have been produced through the use of new layers, alterations or enhancements made to the Data Base Subset exclusively by the Licensee;

- (b) New Maps are not made available to the general public unless the scale is less or equal to 1:1,000,000; and
- (c) the Licensee may charge a fee to third persons for whom the Licensee is undertaking the project (including for the creation and production of New Maps where the project consists of creating and producing New Maps) based solely on the time spent by the Licensee but such fee shall not include, directly or indirectly, any cost or charge for the Data Base Subset used by the Licensee for the purposes of the project.

7. Since the Data Base Subset has been provided to the Licensee free of charge, the Data Base Subset is provided on an “AS IS” basis, and the Government of Yukon makes no guarantees, representations or warranties respecting the Yukon Archaeological Sites Data Base (including the Data Base Subset), express or implied, arising by law or otherwise, including but not limited to, the effectiveness, completeness, accuracy or fitness for any particular purpose of the Yukon Archaeological Sites Data Base (including the Data Base Subset).

8. The Government of Yukon shall not 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 the Licensee’s use or possession of the Data Base Subset or in any way relating to this Licence Agreement, including, without limiting the foregoing, liability for loss of profits or contracts, or any consequential loss of any kind incurred or suffered by the Licensee.

9. The Licensee shall indemnify and save harmless the Government of Yukon, its Ministers and employees, from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs (including lawyer’s costs), expenses, damages or injuries (including injuries resulting in death) arising out of the Licensee’s use or possession of the Data Base Subset or in any way relating to this Licence Agreement.

10. The Government of Yukon may, at its option, immediately by notice in writing terminate or cancel this Licence Agreement and all rights granted to the Licensee pursuant this Licence Agreement, without first giving the Licensee an opportunity to cure, if the Licensee:

- (a) makes a general assignment for the benefit of creditors or a proposal or arrangement under the Bankruptcy and Insolvency Act (Canada) (herein the “Act”), if a petition is filed against the Licensee under the Act, if the Licensee is declared or adjudicated bankrupt, if a liquidator, trustee in bankruptcy, custodian, receiver or any other officer with similar powers is appointed of or for the Licensee or if the Licensee commits any act of bankruptcy or shall propose an arrangement or compromise or institute proceedings to be adjudged bankrupt or insolvent;

- (b) assigns or attempts to assign this Licence Agreement or any of the rights hereunder to any person, without the written consent of the Government of Yukon; or
- (c) is in breach or in default in respect of any other covenant or agreement on the part of the Licensee contained in this Licence Agreement.

11. Upon the expiration or termination of this Licence Agreement for any reason whatsoever, the Licensee shall destroy all copies of the Data Base Subset in the possession of the Licensee and, if so requested by the Government of Yukon, shall furnish to the Government of Yukon a written notice certifying that the Licensee has destroyed all copies of the Data Base Subset in the possession of the Licensee.

12. The failure of the Government of Yukon to exercise any of its rights hereunder or the delay in the exercise of such rights by the Government of Yukon, shall not operate as a waiver by the Government of Yukon of such rights.

13. Any notices to the Licensee by the Government of Yukon may be mailed by registered mail or delivered to the Licensee at the address specified by the Licensee under the Licensee's signature hereunder. Any notices mailed shall be deemed to have been received by the Licensee five (5) days after the date on which the same were mailed.

14. This Licence Agreement shall be governed and construed in accordance with the laws of the Yukon including the laws of Canada applicable therein and the Licensee agrees to irrevocably attorn to the jurisdiction of the courts of the Northwest Territories for the resolution of any disputes or proceedings arising from or pursuant to this Licence Agreement.

15. If a court of competent jurisdiction should find any provision of this Licence Agreement to be invalid or unenforceable, such finding shall not affect or impair the validity or enforceability of the remaining provisions.

IN WITNESS WHEREOF THE LICENSEE has signed this Agreement as of the date and year above written.

If Licensee is a government or corporation:

(Print full name of corporation)

(Mailing Address)

(Affix corporate seal)

Per:_____

Print Name/Position_____

Per:_____

Print Name/Position_____

If Licensee is a partnership or sole proprietorship:

(Print full firm or business name)

(Mailing Address)

Witness

Per:_____

Print Name/Position_____

Witness

Per:_____

Print Name/Position_____

If Licensee is an individual or individuals:

Witness

Per: _____

Print Name _____

(Mailing Address)

Witness

Per: _____

Print Name _____

(Mailing Address)

On behalf of the Yukon Archaeology Program, Government of the Yukon:

Witness

Per: _____

Print Name _____

(Mailing Address)

Schedule 'A'

Please Print:

Contact Information:

Date (d/m/y): ____/____/____ Name: _____

Company/Affiliation: _____

Address: _____

Community: _____ Prov./Territory: _____ Postal Code: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____

Data Use:

1) Why do you require a data subset of the Yukon Archaeological Sites Data Base?

Check all that are applicable:

Archaeological Research _____ *Use in GIS* _____ *Land Use Permit Application* _____

Other _____ *Please specify:* _____

2) What is the specific project that you intend to use the data subset for? Please describe in detail:

Access: Who will have access to this data subset or any product derived from it?

Spatial Extent of Data Request:

1. Please email the footprint of your project as an ArcView shapefile. If this is not possible, please send a scanned map of the footprint of your project by email.
2. Please describe the location of your project:

i) NTS Map sheets: _____

ii) Geographic coordinates (Decimal Degrees if possible):

Latitude (N)	Longitude (W)
: :	: :
: :	: :
: :	: :
: :	: :
: :	: :

(Continue on another sheet if required)

iii) Coordinate Datum used in NAD27 ____ NAD83 ____

Digital Data will be forwarded by email. Please ensure your email address above is correct. Clients without email can request data in disk or hardcopy format.

At present, data provided only in MS Excel format.

**Archaeology – Heritage Resources
Department of Tourism and Culture, Government of Yukon
P.O. Box 2703, Whitehorse, Yukon Y1A 2C6
Tel: 867-667-5983 Fax: 867-667-5377
Email: Ruth.Gotthardt@gov.yk.ca
www.yukonarchaeology.com**

Office Use Only: Number of sites _____ Completed By: _____
Received (dd/md/yy): ____/____/____ Completed (d/m/y): ____/____/____