

Environmental Data Sharing AGREEMENT

between

Environment Canada, Pacific and Yukon Region

and

British Columbia Ministry of Water Land and Air Protection

April 29, 2004

1 PREAMBLE

1.1 WHEREAS the parties in order to fulfil their respective mandates and responsibilities produce, manage and use environmental data from land, water and/or atmospheric monitoring activities in the province of British Columbia and;

1.2 WHEREAS the parties currently manage and operate independent data collection and data management systems, data archives, reporting systems and Web sites and;

1.3 WHEREAS the parties have operational responsibilities for maintaining and for ensuring the integrity and security of their own data systems and databases and;

1.4 WHEREAS the parties have common interests in managing environmental quality, disseminating environmental information, promoting good science and science based management decisions in British Columbia and;

1.5 WHEREAS the parties believe that they can fulfil their respective mandates more effectively by gaining and granting access to their respective jurisdictional environmental data and information within British Columbia and collaborating on implementation and use of data sharing technologies and;

1.6 WHEREAS the parties have a common desire to maximize the efficiency and effectiveness of collecting, processing, archiving and reporting environmental data and information and;

1.7 WHEREAS there is mutual interest by the parties in seeking opportunities to enhance service to the public and resource management agencies by increasing accessibility to the environmental data and information of each party and;

1.8 WHEREAS the parties seek to establish an environmental data and information sharing partnership consistent with Canadian Information System for the Environment (CISE) partnership principles (Appendix B) for integrated environmental information and tools to ensure effective and efficient management of our natural resources and;

1.9 WHEREAS the parties seek to establish an environmental data and information sharing partnership consistent with spirit and intent of Canadian Council of Ministers of the Environment (CCME) principles to guide cooperative arrangements on environmental monitoring and reporting (Appendix C):

IN CONSEQUENCE WHEREOF THE PARTIES HEREBY AGREE AS FOLLOWS:

2 DEFINITIONS

Derivatives: Information produced from environmental data by processing, analysing, modifying or drawing conclusions from the data in question, provided that the data used are not found explicitly in those derivatives;

Effective Date: The date on which this agreement is formally executed by the Parties;

Environmental Data: Raw or derived facts and information pertaining to the physical character, conditions, processes or dynamics of the atmosphere, hydrosphere and terrestrial environs;

Fiscal Year: The period from April 1st in any year to March 31st in the following calendar year;

NAPS Data: Environmental data collected from federal/provincial partnership air quality monitoring sites under the enabling National Air pollution Surveillance (NAPS) Memorandum of Understanding;

Quality-Assured Data: Data that have been subject to review and in-depth quality control to ensure the achieving of scientific standards for accuracy and precision;

Raw Data: Environmental data that have not been subject to in-depth review or quality control.

3 PURPOSE OF THE AGREEMENT

3.1 Outline the general terms and conditions of cooperation between the parties in the overall management, sharing and reporting of jurisdictional environmental data and information in accordance with each party's respective abilities;

3.2 Foster cooperation between the parties on environmental data management and reporting activities in order to support federal, provincial and joint environmental resource management activities in British Columbia;

3.3 Ensure more effective availability of environmental data and information to the parties while respecting the inherent scientific value and intellectual property;

3.4 Provide an enabling framework for seeking greater data sharing and reporting opportunities and for initiating mutually beneficial joint data and information sharing and reporting arrangements;

3.5 Provide an enabling framework for joint investigation, evaluation and development of data sharing and reporting tools;

3.6 Provide an enabling framework for seeking opportunities for collaborative management and reporting of environmental data in British Columbia and for initiating subsequent activities;

3.7 Coordinate environmental data management and information data and data exchange methods where practicable to ensure cost-effective sharing of environmental data and information.

4 TERMS AND CONDITIONS OF CO-OPERATION

4.1 The parties understand and concur that this agreement constitutes an administrative agreement between the parties. Nothing in this agreement is to be construed as creating any financial, legal or contractual relations between the parties enforceable by a court of competent jurisdiction. This agreement is entered into solely for the purposes of sharing data and information to enable more effective management, dissemination and reporting of environmental data by both parties;

4.2 The Parties agree that there is reason and public value in fostering and nurturing a partnership that increases the availability and effectiveness of jurisdictional environmental data and information;

4.3 Subject to their respective obligations, which may arise pursuant to applicable federal and provincial legislation, policies, and contractual obligations, the data or information provided or made available by one party to the other belongs to the donor party;

4.4 The parties agree to seek opportunities for coordinating their data management and reporting activities to enable effective mutual sharing;

4.5 The parties agree to make environmental data and information available to each other without charge where not precluded by current jurisdictional policy;

4.6 The parties recognize that while they are accountable to the public and have common responsibilities for environmental management and protection there are differences in their respective missions that require specific jurisdictional needs and operational procedures to be respected;

4.7 The collaboration between the parties to implement the Agreement shall not compromise the integrity or security of jurisdictional data or reporting systems;

4.8 The Agreement provides an overarching enabling framework for data sharing initiatives. It neither supersedes existing federal-provincial agreements nor precludes the development of new agreements that may be required to support federal-provincial programs and applications;

4.9 The Agreement consequently will in no way terminate, amend or impact any other agreement that may bind one party to another whether or not a signatory to this agreement;

4.10 Parties to the Agreement will seek opportunities to harmonize activities under this Agreement with other federal, provincial and regional data sharing and reporting activities.

5 DATA SHARING AND ACCESS

5.1 The parties agree in principle to the open and free sharing between the parties of meteorological, air, water and terrestrial data gathered from monitoring locations in British Columbia;

- 5.2** The parties agree to establish permanent working communications between database managers of their respective jurisdictions;
- 5.3** The parties to this agreement will seek opportunities to develop and/or adopt common data standards and information sharing protocols and utilities;
- 5.4** The parties to this agreement will seek opportunities to investigate the feasibility of common data and Web reporting utilities;
- 5.5** The parties agree to look for opportunities to expand the scope of the data and information sharing agreement to other environmental and resource data and information systems;
- 5.6** The parties agree to look for opportunities to collaborate on data management and data reporting activities;
- 5.7** The parties agree to seek opportunities to provide the public with seamless Web access to federal and provincial environmental data and information for British Columbia;
- 5.8** Data or information acquired by one party from the other under the Agreement shall not be disseminated commercially or otherwise disclosed, transmitted or sold to any organizations other than the parties to the Agreement without the written consent of the party that owns the information. The parties thus recognize that the organization that produces a particular set of data or information item is the only one, at its option, entitled to receive payment for subsequent distribution or use;
- 5.9** Quality controlled data or information acquired by one party from the other under the Agreement may be disseminated or otherwise disclosed or transmitted without cost to any individual or organization without the need for written consent from the party that owns the information providing that (1) the data or information are not modified, (2) the jurisdictional ownership is clearly acknowledged and (3) the release does not compromise the privacy or commercial competitiveness of the data source;
- 5.10** Raw data or draft information acquired by one party from the other under the Agreement may not be disseminated or otherwise disclosed to any individual or organization other than the parties to the Agreement without the written consent of the party that owns the data or produced the information;
- 5.11** The party disseminating or disclosing raw data or draft partner jurisdiction information with written approval by the owner jurisdiction must clearly acknowledge that jurisdictional ownership;
- 5.12** The Agreement authorizes the production, dissemination and sale of derivatives by the parties. Where appropriate (e.g., in scientific reports and articles), the party that owns the data shall be explicitly acknowledged as the owner of the data used;
- 5.13** In order to improve the access to and usefulness of the environmental data and information, the parties agree to strive for compatible data and system management practices and common data transfer protocols;

5.14 The parties agree to provide data and information or provide access to data information systems in an equitable and mutually beneficial manner in accordance with each party's respective jurisdictional scope of activities;

5.15 The parties agree to acquire and use data and information in a manner that respects the scientific value of the data, legislation and intellectual property rights of the parties;

5.16 The parties further agree to exchange confidential business information to the extent permitted by their respective privacy and access information legislation, and to fully respect the legislated confidentiality requirements of each party.

6 RESPONSIBILITIES

6.1 A party that produces environmental data and information will not be held responsible for the way these data are used by another party, nor for the errors that may be contained in these data or any direct or indirect damage that the use of the data may cause;

6.2 Each party agrees to notify the other parties in writing if, for any reason it cannot continue to meet the general terms and conditions of co-operation contained in the Agreement;

6.3 The parties will provide reciprocal credit and recognition to the Party who provided the data or information by for example, indicating on websites, in publications, and where otherwise warranted such statement of acknowledgment, copyright, and logos identifying the party who provided the data.

7 MANAGEMENT OF THE AGREEMENT

7.1 An Agreement Management Committee will be established to include:

EC (PYR) Director, Meteorological Service of Canada – Pacific and Yukon Region
WLAP Manager, Air and Water Monitoring and Reporting
EC (PYR) Database Administrator
WLAP Database Administrator

7.2 Any changes with respect to the representatives on the Agreement Management Committee shall be communicated in writing or electronically to the other party;

7.3 Appendix A (Data Sharing and Reporting Initiatives Under the Agreement) may be added to or amended by parties to this agreement at any time with mutual agreement. Appendix A is to be dated and signed by representatives of all parties to the Agreement when changes are made;

7.4 The members of the Agreement Management Committee shall meet at least twice each year to evaluate currency and monitoring progress of the Agreement. These meetings will be an opportunity to:

- Evaluate the currency and monitor progress of the Agreement;
- Assess the effectiveness of joint activities under the Agreement;
- Learn of each party's data management and reporting initiatives;
- Identify new areas and projects of common interest that have potential to be the subject of exchanges or collaborations under the Agreement;
- Discuss common data, reporting and administrative issues and problems and seek mutually acceptable solutions.
- Discuss opportunities for expanding the data sharing agreement to include other agencies and jurisdictions.

7.5 The Agreement Management Committee may establish joint working groups as necessary and as appropriate to implement the Agreement;

7.6 The parties agree to maintain a record of data and information commitments and current activities carried out under the terms of this Agreement;

7.7 The parties agree to exchange information and metadata on their respective monitoring databases and information systems to better identify and coordinate information sharing opportunities and activities;

7.8 The parties agree to keep one another informed of data management and reporting issues and initiatives that may impact the quality of jurisdictional environmental data, the utility of their data management or reporting systems or the accessibility of the data and information;

7.9 Parties that wish to undertake activities or carry out specific joint projects under the Agreement may do so by specifying the terms and conditions of such collaborations through exchange of letters or electronic correspondence.

8 DURATION OF AGREEMENT AND CHANGES IN PARTIES TO THE AGREEMENT

8.1 The first period covered by the Agreement takes effect on the date it is signed and ends on March 31, 2005;

8.2 The Agreement will be automatically renewed for successive two-year periods ending on March 31;

8.3 A party may withdraw from the Agreement by informing the other parties in writing or electronically at least six months in advance that it no longer wishes to be a party to the Agreement and specifying the official date it wishes to withdraw;

8.4 The Agreement may be amended at any time with the written mutual consent of the parties;

8.5 Should a party to the Agreement withdraw, the parties agree that the data and data access made available up until the official withdrawal date shall remain available to all the parties. As of the date of withdrawal, the party exercising its right of withdrawal shall cease to provide and receive data and other information covered by the Agreement;

8.6 The parties agree that new members may join the Agreement, provided that all the parties agree in writing. All new parties will be required to comply with the terms and conditions of the Agreement to become a member;

8.7 If the agreement is expanded to include a new party, an addendum to the Agreement shall be drawn up to formalize the addition. The addendum shall be signed by the all new and existing parties to the Agreement.

9 SIGNATURES

IN WITNESS WHEREOF, HAVING EXAMINED AND AGREED TO THE PRESENT AGREEMENT AND THE SECTIONS CONTAINED THEREIN, THE PARTIES HAVE DULY SIGNED

For Environment Canada:

_____ original signed by _____ at Vancouver on May 5, 2004

Don Fast
Regional Director General

For BC Ministry Water Land and Air Protection:

_____ original signed by _____ at Vancouver on May 5, 2004

Gordon Macatee
Deputy Minister

Appendix A:

Data Sharing and Reporting Initiatives Under the Agreement

- 1.** Establish the framework for the sharing of jurisdictional meteorological, air quality and water quality data;
- 2.** Provide EC(PYR) staff with access to WLAP meteorological data and high-frequency air quality data (ADaMS);
- 3.** Provide EC(PYR) with access to WLAP EMS data;
- 4.** Provide EC(PYR) with access to WLAP high-frequency water quality data and MSRM WIDMS data;
- 5.** Provide WLAP air quality meteorologists with access to EC meteorological data and related meteorological archives;
- 6.** Provide WLAP with access to EC(PYR) ENVIRODAT data;
- 7.** Determine the feasibility of providing and gaining access to jurisdictional GIS utilities;
- 8.** The parties are to exchange associated relevant metadata for the above data systems.

Environment Canada (Pacific and Yukon Region): original signed by Reg Dunkley

BC Ministry of Water Land and Air Protection: original signed by Chris Jenkins

April 29, 2004

Appendix B:

CISE PRINCIPLES: The essential elements that should define CISE as a partnership.

- 1.** Public good. Environmental information is an essential public good.
- 2.** Citizen engagement: Public involvement should be encouraged wherever feasible, especially in setting information development priorities, establishing policies for information management, and evaluating the effectiveness and efficiency of the environmental information system.
- 3.** Freedom of access. Environmental information in CISE should be accessible for non-commercial purposes with minimal charges or restrictions.
- 4.** Cost-effectiveness. Duplication and overlap of information management functions among system partners, including data collection and database management, should be avoided wherever possible.
- 5.** Focus on user needs. Information should be timely and available in the forms most suited to decision-making. Information development should be guided by the priorities of users.
- 6.** Standards. Connectivity between environmental information systems should be enhanced through a standards-based approach.
- 7.** Access to data. Primary rather than aggregated data should be provided wherever possible. Tools for analysis and display of environmental information should be available as part of the same interface where data are provided.
- 8.** Transparency. All data in CISE must include information on its sources, methods, and limitations.
- 9.** Respect for ownership. The right of owners of environmental data and information to set limitations on their use and distribution should be respected.
- 10.** System sustainability. Expectations and responsibilities of system partners must be sustainable and must not place excessive burdens on their resources or technical capacity.

Appendix C:

CCME PRINCIPLES TO GUIDE COOPERATIVE ARRANGEMENTS ON ENVIRONMENTAL MONITORING AND REPORTING

- 1.** Communication of information: There will be open, transparent and timely reporting of information from monitoring programs, sufficient to meet the needs of jurisdictions and their obligation to communicate to the public.
- 2.** Mandates respected: Cooperative arrangements will respect the mandates of jurisdictions and other parties.
- 3.** Shared responsibility: Resourcing and implementing monitoring and reporting activities is a shared responsibility among federal, provincial, territorial and local governments, and between governments, industry, academic institutions and other partners. Identifying these responsibilities is an integral component of cooperative arrangements.
- 4.** Effectiveness and efficiency: Parties will plan and deliver monitoring and reporting activities in a way that makes the best use of public and private resources.
- 5.** Timely sharing of data between parties: Parties will share their data with each other in a timely fashion to support their activities and to meet their legal, program and/or international obligations.
- 6.** Third party access to data: Third parties may have access to data for research and/or analysis other than that for which it was originally collected, subject to the applicable government legislation, policies and contractual obligations.
- 7.** Proprietary information: Parties will protect proprietary information included in data in accordance with applicable policies and legislation.
- 8.** Cost recovery: Where appropriate, Parties may make data, analysis and reports available on a cost-recovery basis, consistent with applicable government policies.
- 9.** Scientific standards: Parties will respect commitments to national and international monitoring and reporting protocols, and will work cooperatively to develop new protocols as appropriate, to allow for the meaningful analysis and comparison of data and results.
- 10.** Standardized data and data management: Parties agree that data should be standardized and to respect data management protocols and develop new protocols as appropriate, to ensure compatibility and facilitate the effective sharing of data, support data integrity, permit comprehensive data analysis, and protect historical records.

- 11.** Accountability and transparency: Parties will make information about cooperative arrangements available to stakeholders and the public, and will consult, as appropriate, in developing these arrangements. Reciprocal notice: Parties will provide appropriate prior notice in the event of terminating or changing co-operative arrangements.