

The Wildlife Key Area (WKA) Products User Agreement

Definitions

This agreement applies to all Yukon Environment Wildlife Key Area (WKA) products, including the WKA Application (2005) (a collection of ArcView, Access, and Arc/Info applications and databases), and the ArcGIS-compatible spatial and attribute data (2007), a simplified WKA data set. These and other WKA products produced by Yukon Environment are referred to as the WKA Products.

The WKA Products were produced by the Wildlife Key Area Inventory Program, Habitat & Regional Management Section, Fish and Wildlife Branch, Department of Environment, Government of Yukon (**the Owner**). All components and data are copyright © 1996-2007 the Government of Yukon.

In this agreement, **primary user** refers to the person or representative of an agency that requests and is granted a license to use the WKA Products; **secondary user** refers to a person who is employed by a primary user and who uses WKA Products.

In this agreement, **I, me, my** refer to both primary and secondary users unless stated otherwise.

The terms of this license agreement apply to both primary and secondary users.

User Declaration

I, a primary user, understand that this agreement applies to me and extends to all of my secondary users, and that I must ensure that all of my secondary users understand and endorse this license agreement.

I, a user of the WKA Products, may reference the Wildlife Key Area data in reports, use the data to create maps, and use the data for analyses with other data. I agree, however, to get written approval from the Owner for the representation of Key Area data in any publication or product intended for any public distribution or display. I acknowledge that I may be required by the Owner to alter or abandon my representation of Key Area data if in their opinion my representation constitutes a misinterpretation, misrepresentation, or inappropriate use of the Key Area data. I agree to comply with the wishes of the Owner in this respect.

Reports or other documents written by me that refer to or include data from the Wildlife Key Area Inventory will include the following citation (or a similar citation satisfying the intent of this citation):

Yukon Department of Environment. <version date>. Yukon Wildlife Key Area Inventory. Digital database and software produced by Habitat and Regional Management Section, Fish and Wildlife Branch, Department of Environment, Government of Yukon, Whitehorse.

Maps or other visual representations created by me that display Wildlife Key Area data will include the following statement (I understand that a tool has been provided in the ArcView WKA application for adding this text).

Wildlife Key Areas (WKA) are compiled by the Yukon Department of Environment WKA Inventory Program (2005), against 1:250,000 NTDB from various data sources. Key Areas are based on observed locations of wildlife at key times of year, not on habitat assessment. With new information, boundaries and designations of Key Areas can change and additional Key Areas can be identified. Furthermore, Key Areas are not the only sites important for wildlife. Other

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information sources can identify other sites important for wildlife for reasons outside the scope of the WKA Inventory Program. Updates to Key Areas occur only periodically. For the most current information, please consult with the Regional Biologist for your area of interest. If you have questions or would like to contribute to the WKA database, please contact the WKA Inventory Program (wka@gov.yk.ca).

I will not distribute any part of the WKA Products outside of my organization.

I will not alter any of the data (neither the attribute data contained in WKA.dbf or the Access database, nor the spatial data contained in WKA.shp or the Arc/Info coverage) without written approval from the Owner.

I will not develop or deploy or have developed or deployed an internet mapping application that uses any component of the WKA Products without written approval from the Owner.

I understand that the WKA Products are provided as is. I agree to use the WKA Products only at my own risk. I will not hold either the Owner or the Government of Yukon in general in any way responsible for any loss of data or damage to computer hardware or networks or any other problems that might result from my use of the WKA Products.

I understand that neither the Owner nor the Government of Yukon in general provides any technical support for the WKA Products. I will not ask them for help in installing or using the WKA Products.

I understand, however, that the Owner welcomes questions and comments about the contents of the Wildlife Key Area database, and that I am welcome to contact and discuss the data with the Owner.

I will not willingly misrepresent the Wildlife Key Area data. I will read the documentation provided with the WKA Products.

I understand that the Wildlife Key Area project is ongoing; that new Key Areas might be identified while existing Key Areas might be modified (altered in size, combined with other Key Areas, or deleted because they are no longer considered key); that updates are made several times each year; and that the onus is on me to ensure that I am using the most current version of the Wildlife Key Area data. I nonetheless agree to let the Owner notify me when updates are available.

I also understand that although every effort has been made to ensure the correctness of the data in the Yukon Wildlife Key Area database, there still might be errors. I agree that neither the Owner nor the Government of Yukon in general is responsible for any problems arising from errors in the data. I agree to report errors in the data to the Owner.

The Yukon Wildlife Key Area Application. Copyright © 1996-2007, Habitat and Regional Management, Department of Environment, Government of Yukon.

<http://www.environmentyukon.gov.yk.ca/geomatics/data/wka-user-agreement.html>