BC MOTT WILDLIFE ACCIDENT REPORTING SYSTEM (WARS)
DATA USE LICENCE AGREEMENT

Permission is granted to the public, institutions, and First Nations to access and use data, owned by the Environmental Management Branch of the British Columbia Ministry of Transportation and Transit (BCMOTT), Province of British Columbia (the "Province"), without cost, from the Wildlife Accident Reporting System. Those accessing the data are hereinafter referred to as the "Receiver".

The data are available in ten-year increments from 1978-2018, and from 2018 to 2025 for all wildlife species for all highways under BCMOTT jurisdiction. Data is provided in Microsoft Excel format and hereinafter collectively referred to as the "Data". For data after 2025 please contact Matt Jones, Wildlife Program Manager at Matt.Jones@gov.bc.ca.

The Data will be used by the Receiver for the analysis of wildlife mortality under the following conditions:

- The Receiver is the only entity permitted to receive and access the Data for the purpose set forth above.
- The Data remains the property of the Province.
- The Province retains all ownership rights and privileges to the Data.
- The Data is used exclusively by the Receiver. The Receiver shall not lend out, give, rent, lease, trade, barter, sub-license, transfer, distribute, redistribute, sell or assign any part of the Data nor any right granted under this permission.
- The Data is provided by the Province to the Receiver "as is" without warranties or representations, either express or implied.
- The Data is provided by the Province to the Receiver without support or assistance, of any kind, for the Data and any purposes the Data is used for.
- The Receiver shall not use any part of the Data to develop or derive any other data product or data service for commercial or non-commercial distribution or sale, or for free commercial or non-commercial distribution.
- The source of the Data must be acknowledged, by providing the following source citation: "British Columbia Ministry of Transportation and Transit Wildlife Accident Reporting System, © 2025 Province of British Columbia. All rights reserved." The Receiver must also clearly indicate in any publication displaying the Data in any form, that the Province makes no claims for the completeness and/or accuracy of the Data, because failures in data collection systems, including, but not limited to, the storage of data and transmission of data, whether through human, programming, mechanical or electrical failures, are inherent in all data collection systems.
- The Receiver acknowledges and accepts failures in data collection systems, including, but not limited to, the storage of data and transmission of data, whether through human, programming, mechanical or electrical failures, are inherent in all data collection systems.
- The Receiver acknowledges and accepts that the Province has not completed its review of the data for completeness or accuracy.

- The Receiver acknowledges and accepts that neither the geographic locations nor the species of wildlife contained in the Data have been verified for completeness or accuracy by the Province.

- The Receiver acknowledges and accepts the Province makes no claims for the completeness and/or accuracy for any aspect of the Data and provides no guarantees or warrantees, of any kind, for its use for any purpose. The Receiver acknowledges and accepts that the Province disclaims liability for all loss, damages and costs incurred directly or indirectly as a result of using or relying on the Data for any purpose.

- The Receiver indemnifies and saves harmless and forever releases and discharges the Province and all of its respective servants, employees and agents from and against any and all claims, demands, damages, causes of action, losses, costs and expenses of any kind and every nature which can or may arise from or by reason of the use of the Data.