

ARCHAEOLOGICAL INFORMATION SHARING AGREEMENT

Between "Branch":

Branch Agreement Administrator:

Data Custodian, Archaeology Branch

Branch Agency:

Archaeology Branch, Ministry of Forests ("Branch")

And "Client":

Your Name:

Your Work Agency or Company Name:

You have an: IDIR or [Business BCeID](#)

Your IDIR or BCeID username is: _____

Collectively "the parties"

Work Street Address: _____

Your Phone: _____

Work City, Province, Postal Code: _____

Your Email: _____

Affiliation/Occupation: **First Nation**
(choose one)

Government - Federal

Government - Local

Government - Provincial

Systems Vendor/Technician

Professional Consulting Archaeologist

Accredited Archaeological Researcher

Industry (e.g., Forestry, Environmental)

Land Title Conveyance Professional

Other: _____

Access Requested:

APTS - Select only if you are a professional archaeologist that will be holding Archaeological permits in your name.

RAAD - Select RAAD and/or PARL only if you are a professional archaeologist, an accredited researcher, a member of an Indigenous government office, or a member of Provincial or Federal government. Note that Local governments may access RAAD, but not PARL.

BCGW/OSDB Data Layers - Select only if you are an employee of the Provincial Government and know you require it.

FNCS - Select only if you have been directed to fill out this form by MIRR directly.

HRIA - Select only if you are an internal employee of the Archaeology Branch.

ILRR - Select only if you have been approved for access and asked to fill out this form by GeoBC directly.

Other: _____

Reason for Access:

If you have selected APTS above, please choose one of the options below and complete the related section:

This is my first APTS account, or a secondary account that I need in addition to one I already have. If it is a secondary account, I need it for the following reason:

OR

I am replacing an existing APTS account(s) because I have changed employers and/or I have changed my Business BCeID. I have indicated below what account(s) should be deactivated, and what files should be transferred:

The account(s) I hold under this email address should be deactivated: _____

The following application and permit numbers should be transferred from my old APTS account to my new APTS account:

OPEN APPLICATIONS:

OPEN PERMITS:

ARCHAEOLOGICAL INFORMATION SHARING AGREEMENT

1. Purpose of the Information Sharing Agreement

This agreement documents the terms and conditions of the sharing of archaeological information by the parties, in compliance with the [Freedom of Information and Protection of Privacy Act](#), the [Heritage Conservation Act](#), and applicable copyright legislation. This agreement applies to the use of the **Archaeology Permit Tracking System (APTS)**, the **Remote Access to Archaeological Data (RAAD)** application; the **Provincial Archaeological Report Library (PARL)**; archaeological data layers in the **British Columbia Geographic Warehouse (BCGW)** and the **Operational Systems Database (OSDB)**; the **Heritage Resource Inventory Application (HRIA)**; the **Integrated Land & Resource Registry (ILRR)** and other systems that may be developed by the Province to distribute archaeological information as described in this agreement.

2. Definition of Archaeological Information

In this agreement, "archaeological information" refers to archaeological site forms, archaeological reports, GIS data, locational data, archaeological potential data, descriptions, details, data, sketches, maps, documents, photographs, and any other information maintained by the Branch that contains archaeological site descriptions, locations, and boundaries.

3. Approved Use of Archaeological Information

The table below outlines approved use of archaeological information by client group. Using archaeological information in a manner outside of what is approved will result in termination of this agreement.

| YOUR AFFILIATION/OCCUPATION | APPROVED USE OF ARCHAEOLOGICAL INFORMATION |
|--|---|
| Provincial Government | If the Client has established a formal archaeological referral process in consultation with the Branch, then that process will be followed. All other Provincial Government Clients will use archaeological information for general planning purposes only and will not use archaeological information to make specific land and resource management decisions without the advice of the Branch or a professional consulting archaeologist eligible to hold a <i>Heritage Conservation Act</i> permit. |
| First Nation Professional Consulting Archaeologist Accredited Archaeological Researcher | The Client will use archaeological information for general planning purposes, specific land and resource management decisions, and archaeological research. |
| Land Title Conveyance Professional | The Client will use archaeological information to notify eligible third parties of the presence and type of archaeological sites on parcels subject to sale, purchase, or land title transfer. |
| Systems Vendor/Technician | The Client will use archaeological information for designing, building, testing, and troubleshooting information systems. All archaeological information obtained by the Client will be destroyed upon completion of services. |
| Local Government Federal Government Industry Other Clients | The Client will use archaeological information for general planning purposes only and will not use archaeological information to make specific land and resource management decisions without the advice of the Branch or a professional consulting archaeologist eligible to hold a <i>Heritage Conservation Act</i> permit. |

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4. Approved Sharing of Archaeological Information

The table below outlines approved third-party sharing of archaeological information by client group under this agreement. The client will otherwise not share, post to social media, query, use, or distribute archaeological information without the written permission of the Branch. Archaeological information will be shared strictly on a “need to know” basis and will not be shared for general interest purposes or for any merchantable product. **All archaeological information shared by the client with a third party will be accompanied by this disclaimer: *Archaeological information must not be shared or redistributed without the permission of the Archaeology Branch.*** Sharing archaeological information in a manner outside of what is approved will result in termination of this agreement.

| YOUR AFFILIATION/OCCUPATION | APPROVED SHARING OF ARCHAEOLOGICAL INFORMATION |
|--|---|
| Provincial Government First Nation Local Government Professional Consulting Archaeologist | Archaeological information may be shared with the following third parties: <ul style="list-style-type: none"> • A First Nation • A third party with a registered interest in the land (e.g., land owner, tenure holder, licensee) and/or their agent(s) • Prospective land purchasers and/or their agent(s) • A representative of a local government or provincial government agency responsible for land and resource management decisions |
| Federal Government | Archaeological information for sites within federal jurisdiction may be shared with the following third parties: <ul style="list-style-type: none"> • A First Nation • A third party with a registered interest in the land (e.g., land owner, tenure holder, licensee) and/or their agent(s) • Prospective land purchasers and/or their agent(s) • A representative of a local, provincial, or federal government agency responsible for land and resource management decisions Archaeological information for areas outside of federal jurisdiction will not be shared. |
| Industry Accredited Archaeological Researcher | Archaeological information may be shared with the following third parties: <ul style="list-style-type: none"> • A First Nation • A third party with a registered interest in the land (e.g., land owner, tenure holder, licensee) and/or their agent(s) • A representative of a local government or provincial government agency responsible for land and resource management decisions |
| Land Title Conveyance Professional | The following third parties may be notified of the presence and type of archaeological sites on parcels subject to sale, purchase, or land title transfer. Any other detailed archaeological information will not be shared. Third parties will instead be directed to contact the Branch directly for detailed archaeological information and advice. <ul style="list-style-type: none"> • A third party with a registered interest in the land (e.g., land owner, tenure holder, licensee) and/or their agent(s) • Prospective land purchasers and/or their agent(s) |
| Systems Vendor/Technician Other Clients | Archaeological information will not be shared or redistributed to a third party without the written permission of the Branch. |

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5. Accuracy and Completeness

Archaeological information is available for known/recorded archaeological sites only; unknown/unrecorded archaeological sites may exist for which no archaeological information is available. Due to the subsurface nature of archaeological sites and the absence of confirmed locational data for some archaeological records, all archaeological site boundaries are considered to be approximate in extent and location. Archaeological potential data are not available for the entire province. The Province makes no warranties or representations regarding the accuracy or completeness of archaeological information provided by the Branch. In the case of dispute between the Remote Access to Archaeological Data (RAAD) application or the Heritage Resource Inventory Application (HRIA), the HRIA will be considered the definitive source.

6. Responsibilities of the Client

6.1 Report Changes Affecting Access Requirements

Should a Client transfer to another department or terminate employment with an agency, they will inform the Branch immediately of the effective date of departure. Failure to do so will result in termination of this agreement.

6.2 Accept Terms and Conditions

It is the Client's responsibility to ensure that they are aware of the terms and conditions of using and sharing archaeological information.

6.3 Maintain Security of Archaeological Information

The Client will make reasonable arrangements to maintain the security of archaeological information in their custody by protecting against unauthorized access, use, or sharing of archaeological data and systems passwords. The Client will advise the Branch immediately of any circumstances which may: jeopardize the privacy of individuals; jeopardize the security of any computer system in its custody that is used to access archaeological information; and involve unauthorized access, use, or sharing of archaeological information.

6.4 Investigate Unauthorized Access, Use, and Sharing

The Client will investigate all reported cases of unauthorized access, use, or sharing of archaeological information in their custody. The Client will also investigate breaches of privacy or security with respect to the archaeological information in their custody or with respect to any computer system in their custody used to access the archaeological information. The Client will report the results of any such investigation to the Branch, including the steps taken to address any remaining issues or concerns. Failure to do so will result in termination of this agreement.

7. Termination of Agreement

This agreement may be terminated at any time, in writing, by either party. Upon termination, all archaeological information obtained through this agreement will be destroyed by the Client. Examples of situations where the Branch might terminate this agreement are:

- the Branch chooses to discontinue this service;
- the Client has been inactive for a period of 12 months or longer;
- or the Client fails to meet the obligations under this agreement.

8. Appendices

Any appendices to this agreement are part of the agreement

Agreed to by the Client:

Client Signature

Date Signed

NOTE: Instead of printing and signing, you may also sign the agreement electronically by doing one of the following:

1. Typing "**Electronically signed by [insert your full name here]**" in the signature field, **OR**
2. Clicking on Adobe's "**Fill & Sign**" menu option, and choosing "**Sign**" to use a digital signature.

If you do, please ensure the form is sent in to the branch from the signatory's email address to support identity verification.

**Please save and send all 4 pages of this Agreement to the
Archaeology Branch via archdatarequest@gov.bc.ca**