

FINAL

ISC/21/PLENARY/12



PLENARY 12

*21st Meeting of the
International Scientific Committee for Tuna
and Tuna-Like Species in the North Pacific Ocean
Held Virtually
July 12-20, 2021*

DRAFT NON-DISCLOSURE AGREEMENT FOR CONFIDENTIAL ISC STOCK STOCK ASSESSMENT INFORMATION 2020-21

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Non-Disclosure Agreement For Confidential ISC Stock Assessment Information

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This is a draft of a non-disclosure or confidentiality agreement between the International Scientific Committee for Tuna and Tuna-Like Species in the North Pacific (ISC) and a Requestor, or independent party, who wants to request the use of a confidential stock assessment information for an assessment conducted by an ISC Species Working Group for a specific scientific purpose. This draft emphasizes the major components of the non-disclosure agreement in a general manner and is subject to review by the ISC STATWG Steering Committee, STATWG and interested parties for approval and consideration by the ISC Plenary. The ten primary components of the non-disclosure agreement for ISC confidential stock assessment information are listed below.

I. Identify the Parties to the Agreement

A. The ISC is represented by the ISC Chair or their designee, hereafter denoted as “ISC”,

with Name, Address, and Contact Information:

B. The Requestor who is asking to use the confidential stock assessment information, hereafter denoted as ‘Requestor’, with Name, Address, and Contact Information:

C. The scientific purpose of the request to use the confidential stock assessment information, hereafter denoted as ‘confidential information’, is:

II. Identify the Confidential Information to be Disclosed to the Requester

A. The stock assessment input data files.

B. The stock assessment modeling software.

C. The stock assessment output files or results.

D. The stock assessment metadata identifying items A, B, and C above.

III. Obligations to Maintain Confidentiality

A. The definition of confidential information under the agreement.

B. The terms of confidentiality, including the specific period for using the confidential information.

C. The destruction of the confidential information by the Requestor after a specific number of days from the receipt of the information.

IV. Notifications

A. The Requestor authorizes the ISC to notify other parties of this agreement.

V. Ownership Rights

A. The Requestor acknowledges that the confidential information is the sole property of the ISC.

B. The Requestor has no rights by license or otherwise to the confidential information in this agreement.

C. The Requestor may not use the confidential stock assessment information as a basis on which to develop or have a third party develop a competing or similar stock assessment or undertaking.

VI. Ownership Rights

A. The Requestor may not assign their rights under this agreement to a third party except with the prior written consent of the ISC.

B. All voluntary assignment of rights to the confidential information are limited by this section.

C. The Requestor may not delegate any performance under this agreement except with prior written consent of the ISC.

VII. Counterparts and Electronic Signatures

A. The ISC and Requestor may execute this agreement in any number of counterpart or copies, each of which is an original, but all of which are one and the same instrument.

B. This agreement and related documents are signed when a party's signature is delivered by facsimile, email, or other electronic signature medium.

VIII. Notices

A. The parties to this agreement need to communicate in writing and use of these types of delivery: (i) personal delivery, (ii) mail (postage prepaid), (iii) certified overnight courier (fees prepaid), (iv) facsimile, or (v) email.

B. Address for the ISC is:

C. Address for the Requestor is:

D. A notice is effective only if the party giving notice uses an acceptable delivery type and specified address and the recipient receives the notice.

IX. Effectiveness

A. The agreement is effective when all parties have signed it.

B. The date of this agreement is the date it is signed by the last party to sign it.

X. Necessary Acts

A. The ISC and Requestor shall use all reasonable efforts to carry out the intents and purposes of this agreement.

Signature and Date

A. Requestor:

B. ISC: