

License Agreement for Digital Data

Systems and GeoGraphics Management Services

Company Name _____ **City** _____
Address _____ **Province** _____
Phone _____ **Postal Code** _____

(hereinafter called the 'purchaser') hereby order from the Municipal District of Rocky View

CONDITIONS OF SALE

1. The supplied data:

_____ will be used solely by the purchaser for the sole purpose of:

_____ to be completed by:

2. In view of the dated nature of the data, it is the responsibility of the purchaser of the data: (1) to confirm with the Systems and Geographics Management Services whether a later version of the data is available before making use of it; and (2) if the Finance & Systems Director permits the purchaser to provide the data to other users, to advise users of the age and status of the data.
3. Redistribution or resale of the supplied data, in whole or in part, is not permitted without prior written authorization of the Finance & Systems Director.
4. The purchaser agrees that (1) the data and each part thereof, and any formatting or presentation thereof, any storage media on which it is provided, and any communication of any kind, incidental or in relation thereto, is provided to the purchaser by the Municipality without warranty or representation as to any matter including but not limited to whether the data and storage media is correct, accurate or free from error, defect, danger or hazard, and whether it is otherwise useful or suitable for any use the purchaser may make of it; and (2) the Municipality provide the data, any related communication and any storage media without liability to the Municipality, or its employees for any loss of any kind the purchaser may sustain for any reason.
5. The purchaser releases and discharges, and grants a waiver to, the Municipality and its employees for any and all claims, obligations, loss, actions, rights of action, and damages (including any damages that are direct, consequential or otherwise) including any arising from any negligence of the Municipality, or its employees or agents that the purchaser may sustain from or in connection with the preparation of, or provision to and receipt by the purchaser of, the data or any storage media and other activity or occurrence in respect of the data or storage media.
6.
 - a) The purchaser further covenants and agrees that the Municipality has, and shall continue to have, the absolute right, privilege and entitlement to make any such other use, disclosure to any person, application or retention, or any other handling of or dealing with the data as the Municipality sees fit and in any format and storage media as the Municipality sees fit, and nothing in or arising from this Agreement shall in any way limit, restrict or impinge upon the aforesaid right, privilege and entitlement of the Municipality.
 - b) Nothing in this Agreement shall reduce or diminish the Municipality's ownership of or copyright in the data or its compilation or arrangement. Any analyses, programs, systems, software and formatting in the data or on the storage media shall be property of the Municipality.
7. This information is being collected under the Authority of Section 33(c) of the Freedom of Information and Protection of Privacy (F.O.I.P.) Act and will be used to process your request. It is protected by the privacy provisions of the F.O.I.P. Act. If you have any questions about the collection of this data, please contact the Provincial Access and Privacy Branch Office at (780) 422-2657.

Publication of supplied digital data requires suitable Copyright acknowledgement

ROCKY VIEW COUNTY

_____ for Systems and GeoGraphics Management Services

_____ Date Department of Origin

_____ Agreement Number

CLIENT SIGNATORY

_____ Print Name

_____ Signature

_____ Date



262075 Rocky View Point
Rocky View County, Alberta
T4A 0X2

REV. SEPT/09

