

Name: _____ **Position:** _____
Company: _____ **Phone No:** _____
Mailing Address: _____
Email Address: _____

(hereinafter called the 'purchaser')

The "Agreement"

By purchasing or receiving any digital data ("Data") from **Rocky View County** (the "County"), the purchaser ("Purchaser") accepts the following terms and conditions:

1. **Supplied Data**

2. **Payment**

The Purchaser will pay the fee specified on the County's invoice, covering the preparation, assembly, and transmission of the Data.

3. **Permitted Use**

The Purchaser will use the Data only for the purpose stated below and for no other purpose without the prior written consent of the Manager, Information Technology:

4. **Currency of Data**

Because the Data may become outdated, the Purchaser must

- a) confirm with the Information Technology division whether a newer version exists *before* relying on the Data, and
- b) when authorized to share the Data with third parties, clearly advise them of its vintage and status.

5. **No Distribution Without Approval**

Redistribution or resale of the Data, in whole or in part, is prohibited unless the Purchaser first obtains written authorization from the Manager, Information Technology.

If third-party sharing is requested, a completed **GIS Information Sharing Agreement Schedule** must accompany the request.

6. **No Warranties; "As-Is" Delivery**

a) The Data, any related communications, and all storage media are provided **"as is,"** without any warranty - express, implied, statutory, or otherwise—including fitness for a particular purpose, accuracy, completeness, or freedom from error, defect, or hazard.

b) The County, its employees, and agents accept **no liability** for any loss, claim, or damage of any kind arising from the Purchaser's possession or use of the Data or storage media.

7. **Release and Indemnity**

The Purchaser releases, discharges, and waives all claims against the County, its employees, and agents - whether direct, indirect, consequential, or otherwise, including those arising from their negligence, connected to the preparation, provision, or use of the Data or storage media.

8. **County's Continuing Rights**

Nothing in this Agreement limits the County's right to use, disclose, adapt, or otherwise deal with the Data in any manner, format, or medium it chooses.

9. **Ownership and Copyright**

The County retains full ownership and copyright in the Data, its compilation, arrangement, and any associated analyses, software, or formatting. No ownership rights pass to the Purchaser.

10. **Freedom of Information and Protection of Privacy (FOIP) Notice**

Personal information is collected under authority of section 33(c) of the *Freedom of Information and Protection of Privacy Act* and will be used to process this request. Questions about the collection, use, or disclosure of this information can be directed to the Provincial Access and Privacy Branch, 780-422-2657.

Any publication or external display of the Data must include a credit and copyright notice naming **Information Technology, Rocky View County** as the source (e.g., "Source: Information Technology, Rocky View County").

Rocky View County – Information Technology		Purchaser Signature	
_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Printed Name	_____ Title	_____ Printed Name	_____ Title

