Written Undertaking for the Conditional Use of Geospatial Data and Other Data acquired from The Forest Resource Improvement Association of Alberta (FRIAA)

TO: Employees, Consultants, Contractors, Agencies, or Persons providing services to, or receiving services from, FRIAA;

THIS AGREEMENT is made as of the _____ day of _____, 20____

BETWEEN:

FOREST RESOURCE IMPROVEMENT ASSOCIATION OF ALBERTA
A Society duly incorporated under the laws
of the Province of Alberta, with its registered office
at the City of Edmonton, Alberta
("**FRIAA**")

OF THE FIRST PART

and -

[CONTRACTOR NAME]
(the "**Contractor**")

OF THE SECOND PART

WHEREAS:

FRIAA has provided to the Contractor certain digital geospatial data having been obtained from independent sources under license or the Minister (the "**Data**") pursuant to services and obligations delegated to FRIAA by the Crown and identified in the document referenced in this agreement;

NOW WITNESSETH THAT IN CONSIDERATION of FRIAA permitting the Contractor to use the Data, the Contractor agrees as follows:

1. The Contractor acknowledges and agrees that it has been granted a conditional non-transferable and non-exclusive license to use the Data only for the purpose of providing services to FRIAA.

2. The Contractor acknowledges that all title and Intellectual Property Rights in and to the Data shall at all times remain the property of FRIAA, the Minister, or the commercial data provider from which FRIAA obtained the data. All title and Intellectual Property Rights in and to the Data that is not FRIAA's are the property of the respective content owners and may be protected by copyright, other intellectual property laws, common law or international treaties.

3. The Contractor shall only use the Data in the provision of its services to FRIAA as delegated by the Minister and shall not share the Data with, or otherwise distribute the Data to, any other person, firm or corporation, whether for a fee or otherwise, unless the express written consent of FRIAA, the Minister, or the commercial data source provider is first obtained.

4. The Contractor agrees to return to FRIAA all copies of the Data or any other materials relating to the Data in its possession or control made available to it by FRIAA forthwith upon demand by FRIAA, the Minister, or data source owner.

5. The Contractor agrees, that in the event of a breach or threatened breach of the terms of this Agreement, FRIAA, the Minister, or the commercial data source provider shall be entitled to an injunction restraining the Undersigned from committing any breach of this Agreement, or, the Undersigned having committed a breach, for committing a further breach of this Agreement without showing or proving any actual damage sustained, and further, to an equitable accounting of all profits or benefits arising out of such breach, which right and remedy shall be cumulative and in addition to any other rights or remedies to which FRIAA, the Minister, or commercial data source provider may be entitled.

6. The Contractor's obligation under this undertaking shall continue indefinitely.

7. The Contractor acknowledges that this undertaking also applies to any and all previous data shared to it by FRIAA in regards to spatial data or other data, whether a previously signed agreement exists or not.

8. The Contractor acknowledges that this agreement replaces any and all previous data share agreements it may have entered into with FRIAA in regards to spatial data or other data.

9. This Contractor is governed by the laws of the Province of Alberta, and the forum for any legal proceedings relating to this Agreement is the Province of Alberta.

IN WITNESS WHEREOF the Contractor has caused this Written Undertaking to be executed by its duly authorized officers as of the day and year written below.

Use of the Data is authorized for Services provided to FRIAA as identified in the following named agreement(s):

The Data is supplied for use in providing services to FRIAA under The Enhanced Reforestation of Legacy Disturbances (EnRLD) in Alberta's Public Forests Program 2023 Site Assessment Project in order to assure service providers have access to spatial and other data required to provide service to FRIAA in the completion of their contracted services.

Data Provided:

- **[LIST REQUESTED SHAPEFILES]**
- Any and all previously shared spatial data or other data shared by FRIAA

FOREST RESOURCE IMPROVEMENT ASSOCIATION OF ALBERTA

_____

(Authorized Signature)

_____

(Print Name)

[CONTRACTOR NAME] of [ADDRESS]

_____

(Authorized Signature)

_____

(Print Name)