

# **Memorandum of Agreement for Membership In the Alberta Municipal Data Sharing Partnership**

**Version 2.0**  
(Updated November 2014)

This Memorandum of Agreement ("Agreement") is:

BETWEEN the:

**Alberta Municipal Data Sharing Partnership ("AMDSP")**

- and -

---

## **I. Purpose**

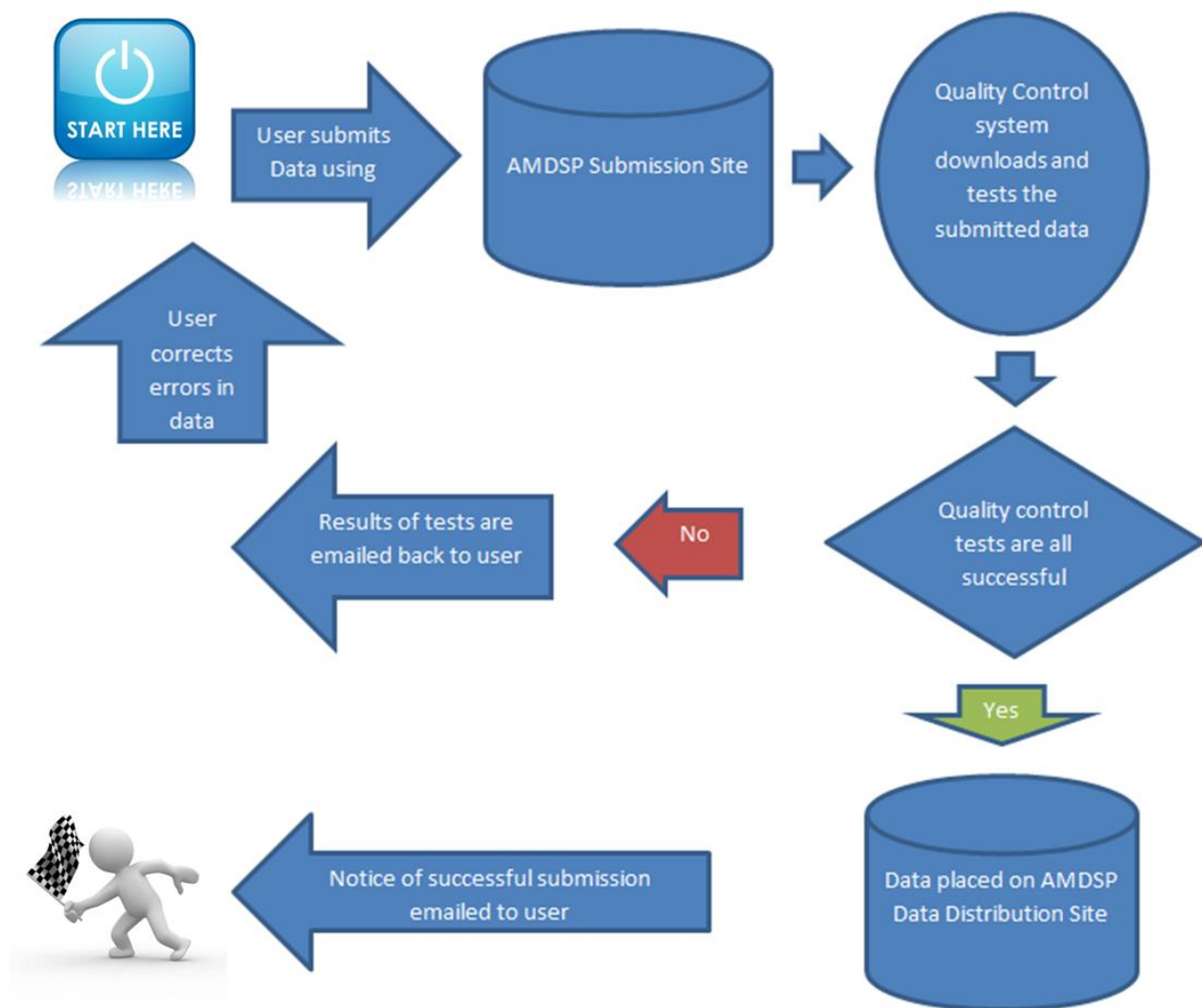
This document is set forth as an agreement regarding the development and distribution of the Dataset for the Alberta Municipal Data Sharing Partnership (AMDSP). This Agreement includes Participating Members listed in Addendum 1, Directory of Member Fees in Addendum 2, and Open Data Policy in Addendum 3.

This Agreement replaces the previous agreement known as the Agreement for Data Sharing Version 1.3, last updated December 8, 2011 and the SAERP Dataset (Southern Alberta Emergency Routing Project), last updated April 1 2010.

## II. AMDSP Responsibilities

AMDSP and/or its authorized agents or contractors will:

1. Collect data layers from Participating Members. These layers will include but may not be limited to: road network centerlines, municipal addresses, and points of interest / common places.
2. Integrate both new member data submissions and existing member updates to the master data layers. Integration process identified in flow diagram below:



Flow Diagram Representing Automated Integration Process

3. Distribute the Dataset to Participating Members and all other Interested Parties based on our Open Data Policy (Addendum 3).

*Open Data Policy defined as the Canadian Government defines it: Open Data is a practice that makes data freely available by way of portals, metadata, and search tools for reuse by governments, citizens, voluntary organizations, academia, and the private sector in new and unanticipated ways.*

4. Encourage all municipalities within Alberta to share their road network, municipal addresses, and points of interest \ common place data with AMDSP.
5. Work as an advocate for data use throughout emergency, public and private agencies.
6. If required, provide data conflict resolution assistance to member municipalities during the integration process.

### **III. Membership Responsibilities**

Each Participating Member will:

1. Provide AMDSP with current data and documentation as outlined in AMDSP's Mapping Specification and Data Update Procedure documents.
2. Agree to fully support our Open Data Policy as defined above and in Open Data white paper included in this document as Addendum 3.
3. Acknowledge that pursuant to this Agreement it obtains only access to use the data and that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights relating to the Dataset is transferred or licensed from AMDSP to Participating Members.
4. With regard to any Provincial or Federal Government data contained in the Dataset, agree to the terms and conditions outlined in the respective agency's data Use/Licence Agreement.
5. Agree to provide digital data updates to the layer types listed in II-1 to AMDSP. Update frequencies are at the discretion of the municipality although an annual submission is a minimum requirement. Member municipalities that require an update will be contacted directly by AMDSP in this event.
6. Agree to pay an annual Membership fee to cover the cost of AMDSP membership services. Services and fees are approved by Participating Members and listed in Addendum 2 of this Agreement.

#### **IV. Liability and Warranty Statement**

1. The AMDSP Dataset is provided 'as is' without warranty of any kind either expressed or implied. AMDSP, Participating Members, and AMDSP's authorized agents and contractors do not warrant, guarantee, or make any representations with respect to the accuracy, usefulness, novelty, validity, scope, completeness or currency of the data and expressly disclaim any implied warranty of merchantability or fitness for a particular purpose of the Dataset. AMDSP, Participating Members, AMDSP's authorized agents and contractors'; officers, directors, employees, authorized agents, contractors, and data sources, shall not be liable for any loss or injury (including injuries resulting in death) arising out of possession or use of the Dataset.
2. As a Partnership of Municipalities all responsibility that resides with the Partnership is equally distributed amongst all Members of the Partnership.
3. The provisions of this Article shall survive termination of this Agreement.

#### **V. Period of Agreement, Revision, and Early Termination**

Any party may offer amendments to this Agreement. All proposed amendments must be in writing and must be approved by all parties before becoming a part of this Agreement. Any party may terminate their participation in this Agreement by giving the other parties thirty (30) days prior written notice.

#### **VI. Legal Authority**

The parties represent that they have the authority to enter into this Agreement. This Agreement shall apply to, and be binding upon, the parties hereto, their agents, employees, successors and assignees, all persons acting under, through, or for them, any matter affected by the terms of this Agreement. This Agreement shall become effective immediately upon the execution by all parties, and shall terminate upon the mutual agreement of all parties.

The parties have agreed to these terms and have executed this Agreement on the date below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

\_\_\_\_\_  
(Participating Member)

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ALBERTA MUNICIPAL DATA SHARING PARTNERSHIP

By: Bryce Surina  
Authorized Signature

Bryce Surina  
Printed Name

Chair  
Title

January 1, 2015  
Date

