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

Version 3.0
(Updated June 2018)

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 makes reference to Member Partners and Member Fees that are listed within the AMDSP website.

This Agreement replaces the previous agreement known as the Agreement for Data Sharing Version 2.0, last updated November 2014.

II. AMDSP Responsibilities

AMDSP and/or its authorized agents or contractors will:
1. Facilitate the collection and validation of data layers from Participating Members. These layers will include but may not be limited to: road network centerlines, addresses, and points of interest / common places.
2. Integrate both new member data submissions and existing member updates to the master data layers.
3. Provide a web based Dataset distribution system that is readily available to Participating Members and all other Interested Parties based on our Open Data Policy, which is listed and maintained within the AMDSP website.
4. Encourage all Municipalities and First Nations within Alberta to share their road network, 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 members during the integration process.

III. Member 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. Subject to point III-4, agree to fully support our Open Data Policy
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 First Nations, Provincial or Federal Government data contained in the Dataset, agree to the terms and conditions outlined in the respective agency's data Use/License Agreement.
5. Agree to provide digital data updates to the layer types listed in II-2 to AMDSP. Update frequencies are at the discretion of the Municipality or First Nations although an annual submission is a minimum requirement. Members 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 the Board of Directors and may change from time to time. Such fees are listed and maintained within the AMDSP website.

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 and First Nations 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. At such time, if the exiting member requests to have their datasets removed from the master data layers, that request will be honored.

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:

_____

Authorized Signature

_____

Printed Name

_____

Title

_____

Date