

Data Supply and License Agreement

This Agreement made effective the fourth day of October, 2011

Between:

Redberry Lake Biosphere Reserve Association Inc.

A non-profit corporation with offices
in Hafford, Saskatchewan
(hereinafter called "Redberry")

and

HER MAJESTY THE QUEEN in right of CANADA,

as represented by the Minister of Agriculture and Agri-Food,
Canada
(hereinafter called "AAFC")

WHEREAS:

- A. Redberry proposes to acquire certain information and data from LiDAR Services International Inc. ("LSI") and therefore is able to become the owner and possessor of the Data and / or the Database described in the attached Schedule "A" hereto;
- B. AAFC is also interested in acquiring this information and data contained in the Data / Database; and
- C. Redberry is willing to supply this information and data to AAFC and in connection to that supply, is willing to grant to AAFC a broad license in and to the Data and Database, in accordance with the terms and conditions contained herein;

NOW THEREFORE, in consideration of the covenants contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS

In this Agreement:

- 1.1 "Agreement" means this Data Supply and Use Agreement, its recitals and all schedules attached to it;
- 1.2 "Data" means the expressed information and data fixed in a format acceptable to AAFC, as described in the attached Schedule "A" hereto, as provided by LSI to Redberry and unaltered by Redberry;
- 1.3 "Database" means the information and data (as collected, processed, assembled, and stored, and as described in the attached Schedule "A"), and to be provided by Redberry to AAFC, promptly following Redberry's acquisition of same from LSI, for the purposes of this Agreement, and includes the "Data" as described in 1.2;
- 1.4 "Derived Product" means any product, system, sub-system, device, component, material or software application developed or created or caused to be developed or created by AAFC that interprets, analyzes, categorizes, or reformats the Data, in whole or in part, and which may include any component(s) or part(s) of the Data, and includes any "Value-Added Product" as defined below;

- 1.5 "Intellectual Property Rights" means any and all intellectual property rights recognized by law, including but not limited to, copyright and other intellectual property rights protected through legislation;
- 1.6 "Party" means **AAFC** or **Redberry** and includes each Party's respective servants, agents and employees. "Parties" means both **AAFC** and **Redberry** and includes their respective servants, agents and employees;
- 1.7 "PID" number means land parcel identifier or number, used to identify parcels of land; and
- 1.8 "Value Added Product(s)" means any product, system, subsystem, device, component, material or software application developed, designed, or created, or caused to be developed, designed or created, by the Licensee in the exercise of its rights under this Agreement, and are developed, designed, or manufactured by constructing, deriving, developing, adapting, incorporating or by any other means using the Data and/or the Database, or any Derived Product, in whole or in part.

2.0 SUPPLY OF DATA / DATABASE and GRANT OF LICENSE

- 2.1 **Redberry** shall supply to **AAFC** the Data and Database, promptly upon its acquisition of same from LSI. **Redberry** hereby grants to **AAFC**, effective from and after delivery of the Data and Database, a non-exclusive, irrevocable, world-wide, non-assignable license to copy, reproduce, use, extract, modify, reformat, translate, distribute, communicate by telecommunication, and further develop the Data and Database, as **AAFC** may wish, including, but not restricted to:
 - a) using, reproducing, reformatting and copying the Database on local network systems and free-standing workstations owned, leased, or operated by **AAFC**, or an authorized contractor, for use by authorized users at **AAFC**'s, or an **AAFC**-authorized contractor's principal place(s) of business;
 - b) making the Data and Database available to other persons via **AAFC**'s website, on an end-use basis only;
 - c) developing, designing, or creating, or causing to be developed, designed, or created, any Value-Added Products;
 - d) distributing any and all Value-Added Products within **AAFC**, to other government departments and agencies, and to any other persons; and
 - e) developing, designing, creating and distributing to any other persons, or causing to be developed, designed, created and distributed to any other persons, any Derived Products.
- 2.2 **Redberry** shall provide **AAFC** with One electronic copy of the Database on or before December 23rd, 2011, in an electronic (digital) format that is readable by **AAFC**'s digital geographic information system (GIS).

3.0 OWNERSHIP

- 3.1 All Intellectual Property Rights in and to the Database shall remain with **Redberry** or its creator or supplier.
- 3.2 The copying, exchange, sale, distribution, or release of the Database (in part or whole, or other derived forms or hardcopy versions) by **AAFC** for any purpose is expressly permitted without further authorization by **Redberry**.
- 3.3 All Derived Products shall become and at all times remain the property of **AAFC**, and the Intellectual Property Rights to and over same shall rest in **AAFC**.

4.0 CONSIDERATION

- 4.1 In consideration for the supply of the Data and Database and the license granted in this Agreement, **AAFC** shall provide to **Redberry** a copy of a value-added Digital Elevation Model (DEM) mapping product to be created by **AAFC**, which will include or be based upon the Data / database to be provided by **Redberry**. This DEM

mapping product shall be delivered to **Redberry** promptly following **AAFC**'s creation and proofing of this product. **AAFC** does not, however, warrant the accuracy, suitability, or fitness for purpose of this DEM mapping product.

4.2 **AAFC** shall not be entitled to any future updates of the Data or Database unless **AAFC** agrees to pay an additional fee, as prescribed by **Redberry** for same. Any supplied updates shall be subject to the same terms and conditions of this Agreement, except as may otherwise be agreed by the Parties.

5.0 REPRESENTATIONS, WARRANTIES, INDEMNITIES

5.1 **Redberry** makes no representation or warranty of any kind with respect to the accuracy, usefulness, novelty, validity, scope, completeness or currency of the Data or the Database, and expressly disclaims any implied warranty of merchantability or fitness for a particular purpose of the Data and Database. **Redberry** represents and warrants that it has the full legal right to sell and to distribute to **AAFC** the Data and the Database, upon the terms and conditions of this Agreement.

5.2 Provided that **Redberry** is not in breach of this Agreement, **AAFC** shall indemnify and save **Redberry** harmless from all claims, demands, losses, damages, costs, actions or other proceedings made, sustained, brought or prosecuted by any person for any damage or loss arising out of the use and application of the Data or Database, and from the use and application of any Derived Products.

6.0 DEFAULT / TERMINATION

6.1 **AAFC** may terminate this Agreement at any time if **Redberry** is in breach of any term or provision and is unable or unwilling to promptly remedy same to **AAFC**'s reasonable satisfaction, and may pursue a claim against **Redberry** for the loss or damages caused by such breach.

7.0 CONTACT PERSONS

7.1 **Redberry's** Contact Person for issues relating to the interpretation, administration, and performance of this Agreement shall be:

Name:	John Kindrachuk, Executive Director
Address:	Redberry lake Biosphere Reserve Association Inc. P.O. Box 221 Hafford, Sask. S0J 1A0
Phone:	306-549-2360
Fax:	306-548-4061
e-mail:	aegp@redberrylake.ca

7.2 **AAFC's** Contact Person for issues relating to the interpretation, administration, and performance of this Agreement shall be:

Name:	Harvey S. Hill, Climate Decision Support & Adaptation Lead
Address:	National Agro-Climate Information Service Agriculture and Agri-Food Canada 11 Innovation Blvd. Hydrology Research Centre

	Saskatoon, Sask. S7H 3H5
Phone:	(306) 975-4134
Fax:	(306) 975-4594
e-mail:	harvey.hill@agr.gc.ca

8.0 GENERAL PROVISIONS

8.1 Applicable Law

This Agreement shall be interpreted and enforced in accordance with, and the rights of the Parties shall be governed by, the laws in effect in the Province of Saskatchewan, including the doctrines of federal paramountcy and federal Crown prerogative.

8.2 Entire Agreement

This Agreement and the attached Schedule "A", with any additional written attachments to it, constitutes the entire Agreement between the Parties.

8.3 Binding Agreement

This Agreement shall be binding upon the Parties hereto and each of their executors, administrators, successors and assigns and shall inure to the benefit of such executors, administrators, successors and authorized assigns.

8.4 Amendments

This Agreement cannot be varied by any oral representation or oral agreement between AAFC and Redberry. Any variation of the Agreement must be reduced to writing and signed and agreed by the Parties before it is to have any force and effect.

In acceptance of the forgoing, the Parties have caused this Agreement to be signed by their respective duly-authorized signing officers, as follows:

REDBERRY LAKE BIOSPHERE RESERVE ASSOCIATION INC.

Per: John Kindrachuk
John Kindrachuk, Executive Director

**HER MAJESTY THE QUEEN in right of CANADA,
as represented by the Minister of Agriculture and Agri-Food Canada**

Per: Harvey Hill
Harvey Hill, manager, CDSA, NAIS, AAFC
(name and title)

Data will be provided as an exact duplicate of the Deliverables provided through LSI Inc. The following technical specifications and deliverables include:

Spatial reference parameters or as requested for the deliverables:

- Horizontal Datum: NAD 83 CSRS.
- Vertical Datum: CGVD28 orthometric heights using the client requested geoid model (example CGG2000, CGG2005), client to confirm.
- Map Projection: UTM.

The following deliverables will be delivered on DVDs or an external hard drive:

- 1 m bare earth and full feature grids 1 km x 1 km tiles delivered in ASCII text files in ESRI or XYZ formats.
- 1 m bare earth and full feature raster grayscale hillshades delivered in GeoTIFF format.
- Classified LiDAR point clouds (Ground, DTM Keypoint, Low Vegetation, and High Vegetation) delivered in LAS format with ASCII extractor program.
- Index Map in DWG format.
- Final Project Report.