

**NATURAL RESOURCES CANADA
CANADIAN FOREST SERVICE**

**END-USER AGREEMENT FOR THE
NATIONAL FIRE DATABASE – FIRE POINTS AND POLYGONS
(DIGITAL DATA)**

THIS is a legal Agreement between you, the "**End-User**", and HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("**Canada**"), represented by the Minister of Natural Resources. BY ACCESSING, DOWNLOADING, PRINTING OR USING THE DATA, INFORMATION AND MATERIALS BEING PROVIDED WITH OR ACCESSIBLE PURSUANT TO THIS AGREEMENT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST IMMEDIATELY DISPOSE OF ANY SUCH DATA, INFORMATION AND MATERIALS.

WHEREAS the Canadian fire management agencies (provincial, territorial and national parks) are the owners of the proprietary rights in the digital data ("**Data**") accessible pursuant to the terms and conditions of this Agreement;

WHEREAS the End-User wishes to obtain the right to use the Data;

AND WHEREAS Canada is prepared to grant to the End-User the right to use the Data for the End-Users' own internal use subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, Canada and the End-User for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, covenant and agree as follows:

1. The End-User acknowledges that the Data is protected under the *Copyright Act* of Canada.
2. The Data shall only be used for mapping activities and analysis, research, evaluation and display. The End-User agrees not to misrepresent or falsely modify the Data in any way. When the Data is displayed, in print, electronically, or otherwise, the source (i.e., Natural Resources Canada) must be acknowledged along with the following citation: *Canadian Forest Service, 2018. National Fire Database – Agency Fire Data. Natural Resources Canada, Canadian Forest Service, Northern Forestry Centre, Edmonton, Alberta. <http://cwffis.cfs.nrcan.gc.ca/ha/nfdb>*
3. The Data is licensed, not sold to the End-User for use subject to the terms and conditions of this Agreement. The Canadian fire management agencies (provincial, territorial and national parks) retain all ownership interests in the Data. The Licensee shall have the right to use the Data for its own internal use only and excluding its use on behalf of third parties.
4. The End-User shall not sell, loan, lease, distribute, or transfer the Data or otherwise assign any rights under this Agreement to any third party without the prior written consent of Canada.
5. The Data is provided on an "as is" basis and Canada makes no guarantees, representations or warranties respecting the Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.
6. Canada shall not be liable in respect of any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the End-User's use or possession of the Data. Canada shall not be liable in any way for loss of revenue or contracts, or any other consequential loss of any kind resulting from any defect in the Data.
7. The End-User shall indemnify and save harmless Canada and its Ministers from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the End-User's use or possession of the Data.
8. This Agreement shall be interpreted in accordance with the laws in force in the Province of Alberta, Canada.
9. Canada may terminate this End-User Agreement at any time upon 15 days written notice to the End-User. This End-User Agreement shall terminate automatically and without notice if the End-User commits or permits a breach of any of its covenants or obligations under this Agreement.