

UNDERTAKING BY APPOINTED CONSULTANT/CONTRACTOR

(Title of Project/Study)

1. I (*state name and IC number*)

the undersigned, being the authorized representative of (*state designation and agency*).....

(hereinafter referred to as 'the Agency') for the abovementioned project/study do hereby give the undertaking that we shall use the geospatial data

detailed hereunder (hereinafter referred to as 'the data') strictly in accordance with the conditions spelt out below and any other conditions that may be imposed from time to time by the Malaysian *Embassy/High Commission/Consulate/Accompanying Government official in (*state location*)

2. List of Classified Geospatial Documents

(i) Topographic Maps:

(a)

(b)

(c)

(ii) Aerial Photographs:

(a)

(b)

(c)

(iii) Others:

(a)

(b)

(c)

3. Conditions:

a. The data shall be kept in the office of the Malaysian *Embassy/High Commission/Consulate/accompanying Government official in (*state location*)

- b. The data shall be made available by the officer specified in paragraph 3 above, on a need to know basis and as and when required. No further data shall be made available until the data issued earlier have been returned and accounted for.
- c. Reproduction in any form shall not be made from these materials without a written approval, obtained in advance, from the office of the Director General of Survey and Mapping either directly or through the Malaysian *Embassy/High Commission/accompanying Government official.
- d. The data shall be used strictly to meet the requirements of the project. Usage of the data for any other purpose is prohibited.
- e. The contents of the data shall not be revealed or communicated directly or indirectly to the press or any persons not authorized to receive it.
- f. The Agency shall hold the data restricted and confidential to itself and provide access only to such of its employee who needs to use the data for the purpose referred in the recital.
- g. The Agency shall protect any disclosed data by using the same degree of care, but not less than a reasonable standard of care, to prevent unauthorized usage, dissemination or publication of the data as the Agency uses to protect its own geospatial data of a like nature.
- h. The Agency acknowledges that this Agreement does not transfer any interest in any intellectual property.
- i. Two copies of the data derived using these Government Copyright materials shall be supplied, free of charge, to the Director of National Mapping, Malaysia for retention in the National Map Library.

Signature of Authorized Representative:.....

Date:.....

Position:.....

Name and Identity Card/ Passport No:

Name of Organization:

Address:

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(*Delete where not appropriate)