



GeoNOVA Exchange Agreement Template

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3	28-Mar-2005	Deryl Armstrong	Final Deliverable

Executive Summary

The purpose of the GeoNOVA Exchange Agreement Template is to provide a framework for the development of future agreements between the GeoNOVA Program and its partners and stakeholders. These agreements will be used to establish the necessary expectations in order to share, use, distribute and make available data, applications and web services.

GeoNOVA is the Province's corporate approach to the creation, maintenance, and distribution of geographic information. GeoNOVA encourages the creation of corporate geographic information resources collected, maintained, and distributed to accepted standards and shared amongst all users within the Province to support decision-making and to reduce duplication of effort.

The GeoNOVA Program has been established to implement this approach. The GeoNOVA Program has adopted a multi-level, needs-driven governance structure that includes a Steering Committee and several nodes (working groups).

The GeoNOVA Program's focus for the present five-year program cycle is to make geographic data accessible, specifically at the desktop. The primary mechanism, through which this will be achieved, is the GeoNOVA Portal.

In support of the ongoing development and evolution of the GeoNOVA Portal, the GeoNOVA Program has initiated Operational Model Planning and Development. This process will develop business models to effectively manage the operational implementation of the GeoNOVA Portal. Implementation of a service management and support process is crucial to ensuring a stable and reliable service.

This document is the result of the work conducted within this context. Specifically, this document was developed during the Business and Technical Analysis Initiative to address the need for service management and support processes. The relevant deliverables generated during this initiative include the following:

GeoNOVA Portal Assessment of Current Support Processes
GeoNOVA Support Processes and Procedures Manual
GeoNOVA Exchange Agreement Template
GeoNOVA Service Level Agreement Template

These documents provide a broad assessment of the current service management and support processes related to the GeoNOVA Portal as well as provide support processes and procedures to support operational implementation in the future.

It is important to note that although the focus of this work is related to the operational implementation of the GeoNOVA Portal, the GeoNOVA Support Processes and Procedures, GeoNOVA Exchange Agreement and the GeoNOVA Service Level Agreement Template may be used in the broader context of the GeoNOVA Program. There may be opportunities to leverage these processes and templates when considering the operational management of GeoNOVA Program activities outside the context of the Portal.

It should also be noted that at this time, the GeoNOVA Secretariat is referenced as the key organization responsible for the ownership and execution of the majority of support processes. This is due to the fact that the GeoNOVA Portal is in a state of evolution and is not fully implemented at this time. In order to ensure service support quality, the GeoNOVA Secretariat will retain control of operational support processes until the Portal is fully implemented. At that time, other support organizations may be identified that would be given ownership and execution responsibilities for these processes.

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1.0 Introduction

1.1 Document Purpose

The purpose of this document is to provide a framework for the development of future GeoNOVA Exchange Agreements with GeoNOVA Program stakeholders. As such, the document is instructional in nature and will provide explanations relating to the purpose and general considerations relevant to each section.

In support of the ongoing development and evolution of the GeoNOVA Portal, the GeoNOVA Program has initiated Operational Model Planning and Development. This process will develop business models to effectively manage the operational implementation of the GeoNOVA Portal. One critical aspect of managing the operational implementation of the GeoNOVA Portal is related to establishing and maintaining agreements with its various stakeholders (data sharing partners, end-users, and IT service providers).

The key to ensuring the long-term success of the GeoNOVA Portal is by building and maintaining strong relationships with data sharing partners and users of the GeoNOVA Portal. The primary vehicle to do this is through implementation and maintenance of relevant agreements endorsed by these parties to ensure their continued participation. The purpose of these agreements is to manage such things as data ownership, proper use, security, confidentiality and ultimately, the expectations of data sharing partners and other stakeholders.

1.2 Situational Background

GeoNOVA is the Province's corporate approach to the creation, maintenance, and distribution of geographic information. GeoNOVA encourages the creation of corporate geographic information resources collected, maintained, and distributed to accepted standards and shared amongst all users within the Province to support decision-making and to reduce duplication of effort.

The GeoNOVA Program has been established to implement this approach. The GeoNOVA Program has adopted a multi-level, needs-driven governance structure that includes a Steering Committee and several nodes (working groups) that are formed around specific issues.

The GeoNOVA Program's focus for the present five-year program cycle is to make geographic data accessible at the desktop. The primary mechanism, through which this will be achieved, is the GeoNOVA Portal.

The GeoNOVA Portal is an access point which allows users to find and view information and services that they are interested in without having detailed knowledge of the underlying technology or data storage locations. The GeoNOVA Portal will provide clients and stakeholders a single point of entry to search for available Geospatial data and services; display and save maps produced by a map service; download and save map data; direct access to online “Web services”; view information about map features; and develop new map/data services.

2.0 Approach

Information gathered in support of the development this agreement framework was obtained from a variety of sources. The following activities were conducted in order to research characteristics of an agreement framework that is the most appropriate to the situation facing the GeoNOVA Program:

- From January 10 through January 27, 2005, workshops were held with key stakeholders regarding the GeoNOVA Portal. Invited stakeholders included individuals from federal, provincial and municipal governments, private sector representatives, IT service providers and academia. In part, the purpose of the workshops was to solicit feedback on the current use of agreements and to gather opportunities for improvement. The table in the following section details the collective feedback received from the workshops and the corresponding key characteristics of the framework that address the feedback.
- A jurisdictional review was conducted with the Province of Ontario (Ontario Geospatial Data Exchange) and the State of New York (New York State GIS Data Sharing Cooperative). Both jurisdictions have established broad data exchange cooperatives and have significant experience and advice on preferred methods to approach data sharing agreements.
- Best practice research was conducted based on direction and information provided by the GeoNOVA Secretariat and suggestions from the participants of the jurisdictional review. Best practice documentation reviewed includes the following:
 - *Dissemination of Government Geographic Data in Canada: Guide to Best Practices*; GeoConnections Canada; 2005.
 - *Lessons from Practice: A Guidebook to Organizing and Sustaining Geodata Collaboratives*; GeoData Alliance; 2001.
 - *Ministry of Natural Resources Data Exchange Agreement*; Land Information Ontario; 2005.
 - *Ontario Geospatial Data Exchange Agreement*; Land Information Ontario; 2005.
 - *New York State GIS Cooperative Data Sharing Agreement*; New York State Office of Cyber Security & Critical Infrastructure Coordination; 2003.

3.0 Key Attributes of Agreement Framework

The following table details the collective feedback of stakeholders that participated in workshops aimed at providing feedback on the current use of agreements and to gather opportunities for improvement. Based on this stakeholder feedback, the agreement framework was constructed so as to directly address the feedback of the stakeholders.

Feedback	Key Attributes
Consolidation of agreements and simplifying the agreement process is necessary. The relationship between two organizational entities should be defined under one agreement.	The agreement and associated schedules are developed so as to allow a single agreement to manage the relationship between parties.
Agreements should have a section describing any training or education services provided by the GeoNOVA Program.	Please see section 4.5.
Agreements should have a section describing the approach to communication to establish it as an ongoing process.	Please see section 4.6.
Agreements should have a section describing a collective approach to decision making related to requests for service enhancements or modifications. There should be a process for requested enhancements to be communicated and prioritized and for stakeholders to have some influence on development.	Please see section 4.7.
Agreements should have a section describing clear definitions of roles and responsibilities of parties including a collaborative and joint approach to planning.	Please see section 5.4.
Agreements should have a section describing responsibility to create and update metadata (including intended use of data, data security data currency and accuracy information).	Please see section 5.4.
Agreements should address the fact that data sharing partners will have varying levels of detail, quality and currency between them.	Please see section 5.9 through section 5.11.
Agreements should address the fact that municipal data sharing partners produce data for their own needs and are willing to provide data to the portal but are unable to change their existing process to accommodate another's needs.	Please see section 5.8.
Agreements should collectively protect the liabilities of the data sharing partners and the Province.	Please see section 5.8.
Agreements should have a section describing intended use of data.	Please see section 5.6.
Agreements should address data refresh requirements being aligned with the rate at which a data sharing partner's data changes.	Please see section 5.9.
Agreements should have a section describing data security (including data restrictions, access permissions, etc.).	Please see section 5.5.
Agreements should specify that only original data providers should correct data errors.	Please see section 5.4.
Agreements should be simple, straightforward and enticing, encouraging participation rather than cause apprehensiveness.	The overall structure and language of the Agreement is meant to be simple and straightforward.
Agreements should not be developed between more than two organizational entities as the desire of one to leave the agreement causes the whole agreement to become null and void.	The structure of the Agreement is intended to define the relationship between only two organizational entities.
Agreements should have an introduction section describing all the possible services that can be provided through the GeoNOVA Portal.	Please see section 4.1.
Agreements should address the issue of sustainability specific to a data sharing partner's ability to meet their obligations and provide adequate support over time. Agreements should describe the intent to work together to overcome obstacles in collaboration.	Please see section 4.13.
Agreements should encourage data sharing partners to bring issues to the table rather than hiding them for fear of being in breach of the entire contract.	Please see section 4.13.
Agreements should have a section describing confidentiality considerations that extend the existing policies of data sharing partners.	Please see section 5.4.
Agreements should have a section describing responsibilities regarding data refresh timeframes.	Please see section 5.9.
A new agreement framework should not reinvent the wheel. It should leverage existing agreements templates.	The Agreement leverages many of the salient aspects of previously developed agreements as well as best practices for agreements of this type.
Agreements should be in plain language and avoid heavy legal terminology.	The overall structure and language of the Agreement is meant to be simple and straightforward.

Above all, the feedback from the stakeholders participating in the workshops suggested that a collaborative approach to data exchange is necessary. The agreements must both promote partnerships between organizations and at the same time protect the interests of both parties through the clear definition of roles and responsibilities. Stakeholders consistently advised that the agreement framework should be simple, all encompassing and generic enough to be reusable in all situations.

The research into establishing and sustaining data exchange models indicates that the ultimate vision for the dissemination of data is the creation of a data-sharing cooperative. The specifics related to individual implementations of data sharing cooperatives vary, but they have several elements in common:

- They are governed by a single agreement that all members sign into.
- They utilize a central organization for the coordination of activities related to the management of the cooperative, ensuring its members act within the terms of the agreement and act to resolve issues among its membership.
- They involve data sharing participants from a diverse spectrum of organizational types and sectors.

From the best practice document, Lessons from Practice: A Guidebook to Organizing and Sustaining Geodata Collaboratives, interviewed jurisdictions that have achieved the implementation of successful data sharing cooperative state the following as keys to success:

- Broad support for vision and expectations;
- Champion individuals/community support;
- Knowledgeable, respected participants;
- Frequent contact with national organizations;
- Proactive, open and inclusive processes and procedures to enable maximum participation/diverse perspectives;
- Champion organization;
- Documented stakeholder benefits/business argument;
- Focus on common information needs;
- Institutional memory is retained;
- Business plan support/well defined issues.

In the case of the GeoNOVA Program, many of these keys to success are in place or are currently being put in place. However, some of these keys to success are not yet fully developed. For this reason, it is suggested that at this time, a single agreement to manage data exchange for all stakeholders is inadvisable. Instead, the agreement framework has been developed with the intention that individual agreements will be established with each organizational entity. Data exchange agreements for data

cooperatives in other jurisdictions were considered when developing the agreement framework as it was developed in a generic fashion so as to be reusable for all stakeholders. In doing so, it is believed that at a point in the future when the full set of keys to success are in place, the individual agreements with each organizational entity can be “rolled over” to a single, overarching agreement that governs a data sharing cooperative.

In terms of the keys to success referenced above, the following describes the current situation around each with respect to the deployment and use of a single data exchange agreement related to the GeoNOVA Portal:

Broad support for vision and expectations: The level of understanding and buy-in by the municipalities is generally very good. They are in some cases constrained by the number of resources they can deploy but in general, broad support of the vision has been achieved. However, in the provincial department realm, there is not strong support for the vision and expectations of the Portal. There is a lack of a shared vision, and many departments do not seem to want to participate. This is due to a low level of interest or a lack of understanding. A different approach to gaining support of the initiative than was used with the municipalities is necessary. The GeoNOVA Program will be engaging departments on a one-by-one basis in order to generate the required support for the Portal.

Champion individuals/community support: There is a champion of the Portal in that a GeoNOVA Program Manager has been identified. However, there are other champions that are needed. The Program must be supported and promoted at the highest levels of SNSMR (e.g. Deputy Minister). In addition, each member of the GeoNOVA Steering Committee should act as champions in their home organizations.

Knowledgeable, respected participant: This does not seem to be a problem as those individuals and groups that are participating today are knowledgeable and respected. It is expected that as additional stakeholders become involved, the same types of individuals will be involved.

Frequent contact with national organizations: This is not a problem. The GeoNOVA Program is in very frequent contact with GeoConnections as well as other federal organizations at the forefront of promoting the developing and dissemination of Geomatics information. However, a need has been identified to be more integrated with federal organizations that operate at a local level (e.g. Nova Scotia-based Department of Fisheries and Oceans).

Proactive, open and inclusive processes and procedures to enable maximum participation/diverse perspectives: There has been significantly

inclusive and open approach to working with stakeholders to deploy and the GeoNOVA Portal. These processes will be further enhanced by the adoption of Customer Relationship Management and Change Request processes.

Champion organization: In part, the GeoNOVA Program has been established to act as the champion organization.

Documented stakeholder benefits/business argument: The vision and business rationale for the GeoNOVA Portal was originally developed as part of the Land Information Management Strategy. This has been continually validated and updated when necessary through stakeholder engagements and program review processes.

Focus on common information needs: The Secretariat has tackled this by developing an understanding of the “Top 10” types of needs for both municipal and provincial department stakeholders.

Institutional memory is retained: This is not a problem at the moment but it will become so in the event of the departure of any of the members of the GeoNOVA Secretariat. Succession planning is needed to ensure the stability of the program in the event of the departure of one of its members.

Business plan support/well defined issues: The GeoNOVA Program did a good job of this early in the process. Documented issues related to stakeholders were made part of the GeoNOVA Program Five Year Plan. The plan is refreshed every five years. The Steering Committee may wish to review the plan annually in order to determine if any changes in policy or direction are warranted.

The following template is meant to be generic enough to establish agreements for any organization for the purpose of providing or receiving any service such as direct data access or through the use of an application or web service. As the template is utilized to create “real world” agreements, it is suggested that there be an openness to modifying and improving the template as needed.

4.0 GeoNOVA Exchange Agreement Template

The following agreement template is to be used to define the relationship between organizations engaged in two-way data exchange, one-way data exchange or end-user licensing. In this case, the Municipality of Generictown is used as the party to the Agreement but could be replaced with another organization. Each section provides a brief explanation of the intent as well as an example of actual content for that section.

4.1 Background

This section of the Agreement is used to provide high-level history on the nature of the Agreement, events leading up to the development of the Agreement and other contextual information.

For example:

For the past several years, the Province and other stakeholders have been working together to develop and improve specific databases of mutual interest.

The Province, through Service Nova Scotia and Municipal Relations (SNSMR), has been and continues to be the Provincial focus for corporate geographic data. SNSMR, through the GeoNOVA Program, facilitates the development, maintenance and distribution of provincial geographic information.

SNSMR, through the GeoNOVA Program, has established relationships with federal, provincial and municipal data sharing partners and continues to seek opportunities to engage in data exchange and ensure consistent use of data with parties that have a mutual interest in the development, maintenance and distribution of geographic data.

4.2 Parties

This section of the Agreement is used to clearly identify the organizational entities that are entering into the Agreement.

For example:

Parties to this Agreement means <The Municipality of Generictown> and the Province of Nova Scotia represented by the Minister of Service Nova Scotia and Municipal Relations (SNSMR). The GeoNOVA Program acts on behalf of SNSMR in the context of this agreement.

4.3 Term of Agreement

This section of the Agreement is used to define the effective dates under which the Agreement is valid. Every attempt should be made to align the effective dates of related Schedules with the effective dates of the overall Agreement so as to streamline the process of Agreement renewal.

For example:

This Agreement is effective as of <insert start date> and shall remain effective until <insert end date>.

4.4 Objectives

This section of the Agreement is used to define the high-level objectives and/or guiding principles of the Agreement. The objectives may refer to strategic benefits or long-term advantages that will be gained through the establishment of the Agreement.

For example:

The objectives of this Agreement are to:

- Establish a framework of cooperation between Service Nova Scotia and Municipal Relations (SNSMR) and <The Municipality of Generictown> respecting the management and access of data.
- To provide a single points of contact within SNSMR and <The Municipality of Generictown> for the management and access of data.

- To provide a framework where the roles and responsibilities of both parties are mutually recognized and endorsed.

4.5 Definitions

This section of the Agreement is used to define terms commonly used in the Agreement and Schedules but may require clarification, as they are oriented towards a legal, information technology or geographic information context.

For example:

Agreement: This Agreement and all schedules attached to this Agreement, including any amendments to the Agreement made from time to time in accordance with the provisions regarding amendments within this Agreement.

Applications: The software product that results from the creation of a program, often used as a synonym for the programming (source) code that creates it.

Data: Any original and fixed digital data (i.e. that is transmitted electronically), metadata, software or documentation licensed pursuant to the terms and conditions of this Agreement.

Data Custodian: The named resource from one of the Parties with responsibility for managing and maintaining Data Sets.

Data Sets: All the material supplied to the GeoNOVA Program and to <The Municipality of Generictown> under this Agreement and identified in attached Schedules.

GeoNOVA Portal: The GeoNOVA Portal is, in general terms, an access point which allows users to find and view information and services that they are interested in without having detailed knowledge of the underlying technology or data storage locations. The GeoNOVA Portal will provide clients and stakeholders, using the Internet, a single point of entry to search for available Geospatial Data and services; display and save maps produced by a map service; download and save map data; direct access to online “Web services”; view information about map features; and develop new map/data services.

GeoNOVA Program: The name adopted by the Province of Nova Scotia to describe it's corporate approach to the creation, maintenance, and

distribution of geographic information. The GeoNOVA Program encourages the creation of corporate geographic information resources collected, maintained, and distributed to accepted standards and shared amongst all users within the Province to support decision-making and to reduce duplication of effort.

Intellectual Property: Creative ideas and expressions of the human mind that possess commercial value and receive the legal protection of a property right. The major legal mechanisms for protecting intellectual property rights are copyrights, patents, and trademarks. Intellectual property rights enable owners to select who may access and use their property, and to protect it from unauthorized use.

Metadata: Information supplied by <The Municipality of Generictown> that describes the characteristics of the Data owned by <The Municipality of Generictown> and is in accordance with the Nova Scotia metadata standard.

Services: In the context of this Agreement, services refer to data, web services or applications that are provided or received by Parties to the Agreement. Services are uniquely defined by each of the Schedules to the Agreement.

Value Added Information Products: Hardcopy or digital products created by combining Data Sets in part or in whole by the Parties.

Web Services: An application capable of being defined, located via the Internet protocol, and interacting with other software applications.

4.6 Training and Education

This section of the Agreement is used to reinforce the spirit of collaboration between Parties. If there are specific opportunities for training, education or information sharing beyond the direct purview of the Agreement, this section can be used to articulate these value-added services provided by one party to another.

For example:

The GeoNOVA Program agrees to seek out opportunities for training in areas of mutual interest.

4.7 Communication

This section of the Agreement is again used to reinforce the spirit of collaboration between Parties. Communication between Parties is inherently required in many of the Support Processes and Procedures. This section can be used to clearly articulate these communication opportunities or define others as relevant to the situation.

For example:

The GeoNOVA Program and <The Municipality of Generictown> agree to make every effort to provide regular and consistent communications with respect to services provided and received under the terms of this Agreement as well as to the further development of services of mutual interest to the Parties.

4.8 Collaboration

This section of the Agreement is used to articulate the process for data exchange partners in the process of evolving GeoNOVA Portal services. It acknowledges that a process exists for partners to request enhancements or modifications to existing services and that these requests will be considered, prioritized and acted upon.

For example:

The GeoNOVA Program agrees to accept, evaluate and prioritize requests from <The Municipality of Generictown> to enhance or modify existing services or to develop new services. The results of the evaluation process will be communicated to <The Municipality of Generictown> within a reasonable timeframe after receipt of the request.

4.9 Administration of Agreement

This section of the Agreement is used to define any relevant processes or constraints respecting the maintenance and administration of the Agreement.

For example:

No amendment of this Agreement or any waiver of any of the terms and provisions will be valid unless affected by a written amendment signed by each party.

Signing authority for amendments to the Agreement or Schedules may be delegated to officials from either party by written notification to each party.

4.10 Repeal of Other Agreements

This section of the Agreement is used to articulate that the Agreement should be considered overriding and current in light of any other agreements that have been previously established.

For example:

This Agreement supercedes all other agreements and sub-agreements respecting Data exchange previously entered into between the parties.

4.11 Governing Law

This section of the Agreement is used to articulate that the Agreement is established under the laws of the Province of Nova Scotia.

For example:

This Agreement is governed by and construed in accordance with the laws in force within the Province of Nova Scotia.

4.12 Ownership of Data

This section of the Agreement is used to define and protect intellectual property rights of involved Parties. In addition, the section is used to introduce the concept of Data Custodians and prescribe that the ownership of an original dataset would reside with the appropriate Data Custodian.

For example:

The Parties shall retain all rights and ownership of their existing intellectual property that is relevant to this Agreement. The Parties agree that there shall be no shared or joint Intellectual Property arising out of the Agreement.

Where errors are detected in a Data Set, the respective Data Custodian shall be notified by the GeoNOVA Program and requested to correct the Data.

4.13 Dispute Resolution

This section of the Agreement is used to define the process to be utilized to resolve disputes between Parties in the event that they occur. The section may describe any number of dispute resolution techniques including arbitration by a third party.

For example:

If a dispute arises between the parties under this Agreement, the parties agree to hold a meeting to attempt in good faith to negotiate a resolution prior to pursuing other available remedies. If, within <insert number of days> days after such a meeting, the parties have not succeeded in resolving the dispute, either of the parties can terminate their participation.

4.14 Termination

This section of the Agreement is used to articulate the process to be utilized in the event that one of the Parties wishes to terminate the Agreement. The section also should make clear that in the spirit of collaboration, the preferred approach is for both Parties to work together to find creative ways for each Party to fulfil its obligations prior to the termination of the Agreement.

For example:

Each Party may, by written notice given to the other Party, terminate this Agreement in whole or in part in the event that they, or the other party, become unable to fulfil their obligations under the terms of this Agreement.

Should a Party become unable to fulfill its obligations, a collaborative effort between both will be made to explore if alternative methods might be possible in the spirit of collaboration and cooperation.

4.15 Schedules to This Agreement

This section of the Agreement is used to define the purpose of the Schedules that follow. This section should also note that Schedules can be added, removed or modified independent of the overall Agreement.

For example:

All the attached Schedules constitute part of this Agreement. The Schedules outline specific services that will be provided to and consumed by the Parties of this Agreement. Specifics related to each of the services are detailed in the Schedules.

With the aforementioned approach to amending this Agreement, Schedules can be added, removed, or changed without the nullification of this overriding Agreement.

5.0

Schedule A: Sample of Two-Way Agreement

This Schedule template is generic in nature and it is intended that it will be used to define the nature of any service (e.g. data, application access, web services, etc.) being provided or received by all Parties to this Agreement. It is fully intended that the level of detail under each section be tailored to the specific needs of individual situations.

This particular example is meant to demonstrate how an agreement might look for a two-way GeoNOVA Exchange Agreement (specifically modeled after a Municipal/Provincial Data Exchange Agreement for the exchange of the Civic Address Data Set and the NS Property Records Data Set). In this case, the Municipality of Generictown is used as the party to the Agreement but could be replaced with another organization.

5.1 Introduction

This section of the Schedule is used to describe the high-level purpose of the Schedule and to provide any relevant background to the Schedule.

<The Municipality of Generictown> will provide to SNSMR with Civic Address Data Set under the terms of this Schedule.

SNSMR will provide <The Municipality of Generictown> with the Nova Scotia Property Records Data Set under the terms of this Schedule.

5.2 Service Definition

This section of the Schedule is used to specifically describe the service that is being provided and/or received by the Parties to the Agreement. The Service Definition should be clear, concise and complete in terms of defining the scope of the services being provided and/or received.

The Civic Address Data Set, under the terms of this Schedule, includes the following:

- Civic Point Coverage
- Street/Road Network File
- Community/GSA Boundaries
- Building Use

The Nova Scotia Property Records Data Set, under the terms of this Schedule, includes the following:

- All graphic and attribute elements contained in the database
- Unlimited access to the “Property On-line” service.

5.3 **Term of Schedule**

This section of the Agreement is used to define the effective dates that under which the Schedule is valid. Every attempt should be made to align the effective dates of this Schedule with the effective dates of the overall Agreement so as to streamline the process of Agreement renewal.

This Schedule is effective as of <insert start date> and shall remain effective until <insert end date>.

5.4 **Roles and Responsibilities**

This section of the Schedule is used to define the particular roles and responsibilities of each of the Parties relevant to the delivery of the service described in the Schedule. The roles and responsibilities should be clear, mutually agreeable to each Party and relevant to the service described in this Schedule.

<The Municipality of Generictown> Responsibilities

Population of Metadata: <The Municipality of Generictown> agrees to populate the GeoNOVA Portal with Metadata in accordance with the stated GeoNOVA Program Metadata Standards in order to facilitate ease of location, dissemination and use of its Data by appropriate stakeholders.

Maintenance and Improvement of Data: SNSMR agrees to provide Data Custodians with any improved Data which may be produced during authorized and appropriate use of the Data, including work done by third parties such as consultants or contractors that may perform on behalf of the SNSMR. Improved Data shall belong to the Data Custodian of the original Data unless a separate agreement has been reached.

Data Support: <The Municipality of Generictown> agrees to support the data being provided to SNSMR in terms of ensuring repairs to the data are made when corrections are necessary.

Privacy/Confidentiality: *<The Municipality of Generictown> agrees to observe and abide by the Freedom of Information and Protection of Privacy Act (FOIPOP).*

SNSMR Responsibilities

Requests for Data: SNSMR agrees to forward any requests for Data to the <The Municipality of Generictown> Data Custodian.

Privacy/Confidentiality: SNSMR agrees to observe and abide by the Freedom of Information and Protection of Privacy Act (FOIPOP).

Application Support: If applicable, SNSMR agrees to support any associated applications relevant to the maintenance of the data set.

Web Services Support: If applicable, SMSMR agrees to support any associated web services relevant to the maintenance of the data set.

5.5 Intended Use and Audience

This section of the Schedule is used to define the purpose for which the service (application, data, web service, etc.) is intended to be used and the particular audience that is relevant to utilize the service. It should also be noted in this section that the intended use and audience of the service would be defined in the metadata.

With respect to the Civic Address Data Set:

<The Municipality of Generictown> intends the Data Set to be used only for purposes related to civic addressing. If there is question as to the appropriate use of the Data Set, <The Municipality of Generictown> should be notified for clarification. The intended use of the data will be defined by <The Municipality of Generictown> within the metadata.

With respect to the Nova Scotia Property Data Set:

SNSMR intends the Data Set to be used only for purposes related to civic addressing. If there is question as to the appropriate use of the Data Set, SNSMR should be notified for clarification. The intended use of the data will be defined by SNSMR within the metadata.

5.6 Rights and Restrictions of Use

This section of the Schedule is used to set out the rights being granted to each of the Parties. It is the permission given by one Party to another to use the intellectual property that is the subject matter of the Schedule. This permission may be general or limited in a number of ways, according to the type of overall Agreement and specific Schedule as well as the values and objectives it is intended to support. Depending on the purpose and nature of the service being provided or received, the following options should be checked.

With respect to the Civic Address Data Set:

- For the Purpose of Distribution:*
<The Municipality of Generictown> grants the right to the following uses of the data set:
 - Reproduction
 - Sublicensing
 - Translation
 - Modification
 - Creation of Value Added Information Products
 - Other _____
 - Not applicable

- For the Purpose of Unrestricted Use:*
<The Municipality of Generictown> grants the right to the following uses of the data set:
 - Reproduction
 - Extraction
 - Modification
 - Improvement
 - Translation
 - Further development
 - Distribution
 - Creation of Value Added Information Products
 - Sublicense the Data Set
 - Other _____
 - Not applicable

- For the Purpose of Licensing to an End-User:*
<The Municipality of Generictown> grants the right to the following non-transferable, non-assignable uses of the data set for the organizations own utilization:

- Reproduction
- Extraction
- Modification
- Improvement
- Translation
- Further development the Data Set
- Other _____
- Not applicable

Notwithstanding the preceding statement, SNSMR shall not, or allow or direct any person to:

- Disassemble, decompile or in anyway attempt to reverse engineer software associated with the Data;
- Reproduce, publish, communicate or redistribute the Data Set or any part thereof, to any party, for any purpose whatsoever.

With respect to the Nova Scotia Property Records Data Set:

- For the Purpose of Distribution:*
SNSMR grants the right to the following uses of the data set:
 - Reproduction
 - Sublicensing
 - Translation
 - Modification
 - Creation of Value Added Information Products
 - Other _____
 - Not applicable

- For the Purpose of Unrestricted Use:*
SNSMR grants the right to the following uses of the data set:
 - Reproduction
 - Extraction
 - Modification
 - Improvement
 - Translation
 - Further development
 - Distribution
 - Creation of Value Added Information Products
 - Sublicense the Data Set
 - Other _____
 - Not applicable

- For the Purpose of Licensing to an End-User:*
SNSMR grants the right to the following non-transferable, non-assignable uses of the data set for the organizations own utilization:
 - Reproduction

- Extraction
- Modification
- Improvement
- Translation
- Further development the Data Set
- Other _____
- Not applicable

Notwithstanding the preceding statement, <The Municipality of Generictown> shall not, or allow or direct any person to:

- Disassemble, decompile or in anyway attempt to reverse engineer software associated with the Data;
- Reproduce, publish, communicate or redistribute the Data Set or any part thereof, to any party, for any purpose whatsoever.

5.7 Charging

This section of the Schedule is used to define any financial charging for the service being provided. If charging is not applicable, this too should be noted in this section.

No payment of fees or royalties to either party will occur for the use of the Data Sets as part of this Schedule.

5.8 Exclusion and Indemnity

This section of the Schedule is used to limit the liability of the Parties from events that may result from the use of the service. Unless otherwise applicable, the section should describe that neither party makes any guarantees, representations or warranties on the accuracy, usefulness, novelty, validity, scope, completeness or currency of the data.

SNSMR and <The Municipality of Generictown> provides each Data Set, under the terms of this Schedule, on an “as-is” basis and makes no guarantees, representations, or warranties respecting the Data Sets.

No party will be liable in respect of any claim, demand or action, irrespective of the cause of the claim, demand or action alleging any loss, injury or damages which may result from the possession or use of another party’s Data Set.

5.9 Data Refresh Frequency

This section of the Schedule is used to set out the frequency that updates to data sets will be provided, if applicable. If applicable, the section should also set out the medium the data will be provided on and location to which the data will be delivered.

With respect to the Civic Address Data Set:

<The Municipality of Generictown> will deliver its Data to SNSMR in the form of transactional updates on a <insert frequency period> basis by <insert media type> and sent to <insert location for data to be sent> in the format described in this Schedule.

With respect to the Nova Scotia Property Records Data Set:

SNSMR will deliver its Data to <The Municipality of Generictown> in the form of transactional updates on a <insert frequency period> basis by <insert media type> and sent to <insert location for data to be sent> in the format described in this Schedule.

5.10 Data Currency

This section of the Schedule is used to define the required currency of data, if applicable. The requirement set out in this section may extend both to the provider of the data as well as the recipient of the data in terms of how current the data must be and how long the recipient has to make the data available.

With respect to the Civic Address Data Set:

SNSMR will ensure that all copies of the Data Set provided by <The Municipality of Generictown> are updated within <insert time period> of the receipt of the Data Set.

With respect to the Nova Scotia Property Records Data Set:

<The Municipality of Generictown> will ensure that all copies of the Data Set provided by SNSMR are updated within <insert time period> of the receipt of the Data Set.

5.11 Data Accuracy

This section of the Schedule is used to define requirements for data accuracy, if applicable. In addition, this clause can be used to reinforce the concept that data should only be improved or modified by the Data Custodian in the event that errors are found.

SNSMR and <The Municipality of Generictown> shall ensure that all errors or discrepancies in the Data Sets are promptly reported to the respective Data Custodian for correction. No corrections to the Data will be made by either SNSMR or <The Municipality of Generictown> unless they are considered the Data Custodian.

5.12 Data Elements

If applicable, this section of the Schedule is used to define the format and structure of data that is to be exchanged.

With respect to the Civic Address Data Set:
Under the terms of this Schedule, the following defines the particular Data elements and Data format to be provided by <The Municipality of Generictown> for each Data Set as described in the data specification document.

Data Set: Data Set Name		
Data Element	Description	Data Format
Data Element 1	Standard description of Data Element 1	Data type/length
Data Element 2	Standard description of Data Element 2	Data type/length
Data Element 3	Standard description of Data Element 3	Data type/length

With respect to the Nova Scotia Property Records Data Set:
Under the terms of this Schedule, the following defines the particular Data elements and Data format to be provided by SNSMR for each Data Set as described in the data specification document.

Data Set: Data Set Name		
Data Element	Description	Data Format
Data Element 1	Standard description of Data Element 1	Data type/length
Data Element 2	Standard description of Data Element 2	Data type/length
Data Element 3	Standard description of Data Element 3	Data type/length

6.0 Schedule B: Sample of One-Way Agreement

This Schedule template is generic in nature and it is intended that it will be used to define the nature of any service (e.g. data, application access, web services, etc.) being provided or received by a Parties to this Agreement. It is fully intended that the level of detail under each section be tailored to the specific needs of individual situations.

This particular example is meant to demonstrate how an agreement might look for a one-way GeoNOVA Exchange Agreement (specifically modeled after a Data Use Sub License with The RCMP). In this case, The RCMP is used as the party to the Agreement but could be replaced with another organization.

6.1 Introduction

This section of the Schedule is used to describe the high-level purpose of the Schedule and to provide any relevant background to the Schedule.

SNSMR will provide <The RCMP> with Internet access to geographic digital databases under the terms of this Schedule.

6.2 Service Definition

This section of the Schedule is used to specifically describe the service that is being provided and/or received by the Parties to the Agreement. The Service Definition should be clear, concise and complete in terms of defining the scope of the services being provided and/or received.

Specifically, SNSMR will provide <The RCMP> with access to the following services:

- 1:10 000, 1:5000, 1:2000, 1:1000 Display Scale Map Series
- 1:50 000 NS Topographic Series
- 1:50 000 NS Costal Series
- 1:500 000 NS Planimetric
- 1:250 00, 1:50 000 NTS (historical) Map Series
- 1:150 000 NS Atlas Database
- NS Civic Address Data (NSCAF)

- Digital Property Map Series
- NS Property Online

6.3 **Term of Schedule**

This section of the Agreement is used to define the effective dates that under which the Schedule is valid. Every attempt should be made to align the effective dates of this Schedule with the effective dates of the overall Agreement so as to streamline the process of Agreement renewal.

This Schedule is effective as of <insert start date> and shall remain effective until <insert end date>.

6.4 **Roles and Responsibilities**

This section of the Schedule is used to define the particular roles and responsibilities of each of the Parties relevant to the delivery of the service described in the Schedule. The roles and responsibilities should be clear, mutually agreeable to each Party and relevant to the service described in this Schedule.

<The RCMP> Responsibilities

Maintenance and Improvement of Data: <The RCMP> agrees to make SNSMR aware of any data errors or omissions and will not make changes or improvements to the data without the express permission of SNSMR.

Requests for Data: <The RCMP> agrees to forward any requests for Data to the SNSMR Data Custodian.

Privacy/Confidentiality: <The RCMP> agrees to observe and abide by the Freedom of Information and Protection of Privacy Act (FOIPOP).

SNSMR Responsibilities

Data Support: <The RCMP> agrees to support the data being provided to SNSMR in terms of ensuring repairs to the data are made when corrections are necessary.

Application Support: If applicable, SNSMR agrees to support any associated applications relevant to the maintenance of the data set.

Web Services Support: If applicable, SMSMR agrees to support any associated web services relevant to the maintenance of the data set.

6.5 Rights and Restrictions of Use

This section of the Schedule is used to set out the rights being granted to each of the Parties. It is the permission given by one Party to another to use the intellectual property that is the subject matter of the Schedule. This permission may be general or limited in a number of ways, according to the type of overall Agreement and specific Schedule as well as the values and objectives it is intended to support. Depending on the purpose and nature of the service being provided or received, the following options should be checked.

- For the Purpose of Distribution:*
<The RCMP> grants the right to the following uses of the data set:
 - Reproduction
 - Sublicensing
 - Translation
 - Modification
 - Creation of Value Added Information Products
 - Other _____
 - Not applicable

- For the Purpose of Unrestricted Use:*
<The RCMP> grants the right to the following uses of the data set:
 - Reproduction
 - Extraction
 - Modification
 - Improvement
 - Translation
 - Further development
 - Distribution
 - Creation of Value Added Information Products
 - Sublicense the Data Set
 - Other _____
 - Not applicable

- For the Purpose of Licensing to an End-User:*
<The RCMP> grants the right to the following non-transferable, non-assignable uses of the data set for the organizations own utilization:
 - Reproduction
 - Extraction
 - Modification

- Improvement
- Translation
- Further development the Data Set
- Other _____
- Not applicable

Notwithstanding the preceding statement, SNSMR shall not, or allow or direct any person to:

- Disassemble, decompile or in anyway attempt to reverse engineer software associated with the Data;
- Reproduce, publish, communicate or redistribute the Data Set or any part thereof, to any party, for any purpose whatsoever.

6.6 *Intended Use and Audience*

This section of the Schedule is used to define the purpose for which the service (application, data, web service, etc.) is intended to be used and the particular audience that is relevant to utilize the service. It should also be noted in this section that the intended use and audience of the service would be defined in the metadata.

<The RCMP> intends the Data Sets to be used only for the following purposes:

- Law enforcement, public safety and investigative purposes within the Province of Nova Scotia.
- To complete digital mapping projects on behalf of NS Municipal Police agencies
- Data shall not be shared with any outside parties outside of the Province of Nova Scotia without prior notification and written authorization of SNSMR.
- The GeoNOVA Program has the obligation to keep accurate and up to date metadata.

6.7 *Charging*

This section of the Schedule is used to define any financial charging for in relation to the service being provided. If charging is not applicable, this too should be noted in this section.

Normal fees for the use of the data defined under this schedule are waived.

6.8 Exclusion and Indemnity

This section of the Schedule is used to limit the liability of the Parties from events that may result from the use of the service. Unless otherwise applicable, the section should describe that neither party makes any guarantees, representations or warranties on the accuracy, usefulness, novelty, validity, scope, completeness or currency of the data.

SNSMR provides the Data Set, under the terms of this Schedule, on an “as-is” basis and makes no guarantees, representations, or warranties respecting the Data Set.

No party will be liable in respect of any claim, demand or action, irrespective of the cause of the claim, demand or action alleging any loss, injury or damages which may result from the possession or use of another party’s Data Set.

6.9 Data Refresh Frequency

This section of the Schedule is used to set out the frequency that updates to data sets will be provided, if applicable. If applicable, the section should also set out the medium the data will be provided on and location to which the data will be delivered.

SNSMR will deliver its Data to <The RCMP> in the form of transactional updates on a <insert frequency period> basis by <insert media type> and sent to <insert location for data to be sent> in the format described in this Schedule.

6.10 Data Currency

This section of the Schedule is used to define that required currency of data, if applicable. The requirement set out in this section may extend both to the provider of the data as well as the recipient of the data in terms of how current the data must be and how long the recipient has to make the data available.

SNSMR will ensure that all copies of the Data Sets provided to <The RCMP> are updated every <insert time period>.

6.11 Data Accuracy

This section of the Schedule is used to define requirements for data accuracy, if applicable. In addition, this clause can be used to reinforce the concept that data should only be improved or modified by the Data Custodian in the event that errors are found.

<The RCMP> shall ensure that all errors or discrepancies in the Data Set are promptly reported to SNSMR for correction. No corrections to the Data will be made by <The RCMP>.

6.12 Data Elements

If applicable, this section of the Schedule is used to define the format and structure of data that is to be exchanged.

Under the terms of this Schedule, the following defines the particular Data elements and Data format to be provided by <The RCMP> for each Data Set as described in the data specification document.

Data Set: Data Set Name		
Data Element	Description	Data Format
Data Element 1	Standard description of Data Element 1	Data type/length
Data Element 2	Standard description of Data Element 2	Data type/length
Data Element 3	Standard description of Data Element 3	Data type/length