



## DATA SHARING ADDENDUM

NAME OF ORGANIZATION

MEM-LG-\_\_\_\_

### DATA SHARING ADDENDUM TERMS AND CONDITIONS

#### 1. ADDITIONAL DEFINITIONS

Capitalized terms not otherwise defined in this Data Sharing Addendum shall be defined as set forth in the Agreement.

**"Datastore Contribution Policy"** means the policy prepared by ICIS (as amended by ICIS from time to time upon prior notice to User) governing the process by which Submitted Data is provided to ICIS.

**"Other Users"** means persons or entities who are directly or indirectly authorized by ICIS to access and use information in the Datastore.

**"Submitted Data"** means information or data that is contributed from time to time by User to become part of the Datastore, which information and data shall include the information described below in the Section entitled "Description of Submitted Data".

**"Submitted Documentation"** means any technical documentation that User may provide to ICIS with Submitted Data.

#### 2. CONTRIBUTION OF SUBMITTED DATA

**2.1 Agreement to Contribute.** User hereby agrees that it shall provide the Submitted Data to ICIS on a regular basis (including on any frequency as described herein) in such formats and manner as set forth in the Datastore Contribution Policy.

**2.2 Submitted Data Licence.** Subject to any restrictions in the Section entitled "Restrictions on Submitted Data" set forth below, User hereby grants ICIS a non-exclusive, royalty-free, perpetual license to (a) store and use the Submitted Data in the Datastore; (b) authorize Other Users to access, store and otherwise use the Submitted Data including authorizing such Other Users to grant access, storage and use rights to third parties. This license is assignable by ICIS subject to the assignee agreeing to be subject to the terms of this Data Sharing Addendum. For greater certainty, ICIS shall have no obligation to return or destroy any Submitted Data or Submitted Documentation notwithstanding any termination or expiry of the Agreement or this Data Sharing Addendum.

**2.3 Costs and Expenses.** User is solely responsible for all costs associated with submitting the Submitted Data and Submitted Documentation to ICIS. ICIS is solely responsible for all costs associated with storing the

Submitted Data and Submitted Documentation in the Datastore.

**2.4 Error Correction.** During the Term User shall use commercially reasonable efforts to promptly correct any errors, deficiencies or problems in the Submitted Data or Submitted Documentation that User becomes aware of in accordance with the Error Reporting Policy.

#### 3. WARRANTIES

**3.1 As Is.** Subject to the express provisions set forth in this Data Sharing Addendum, ICIS acknowledges that the Submitted Data and Submitted Documentation: (a) has not been vetted, tested, reviewed or evaluated by User; (b) may include errors or omissions; and (c) is made available under this Data Sharing Addendum only on an "AS IS" basis.

**3.2 Intellectual Property Warranty.** User represents and warrants that (a) User has sufficient ownership or license rights to provide the Submitted Data and Submitted Documentation to ICIS in accordance with the terms of this Data Sharing Addendum including User having full right and authority to license the Submitted Data and Submitted Documentation to ICIS for the uses set out in this Data Sharing Addendum, and (b) all uses of the Submitted Data and Submitted Documentation herein authorized do not infringe any third party rights including any third party intellectual property or trade secret rights.

**3.3 OTHER THAN THE EXPRESS WARRANTIES MADE ABOVE, USER MAKES NO WARRANTY, CONDITION OR REPRESENTATION, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY USER OR ITS LICENSORS, OR OTHERWISE WITH RESPECT TO THE SUBMITTED DATA AND THE SUBMITTED DOCUMENTATION, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, DISCLAIMS WITHOUT LIMITATION, ALL WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, ERROR FREE OR UNINTERRUPTED USE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR THE EXCLUSIONS OF CERTAIN WARRANTIES. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS DATA SHARING ADDENDUM SHALL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAWS OF A COMPETENT JURISDICTION REQUIRES LIABILITIES**

BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

**4. PROPRIETARY RIGHTS**

4.1 All trade-marks, patents, copyrights and other proprietary rights in the Submitted Data and the Submitted Documentation are and will remain the exclusive property of User or its licensors, whether or not specifically recognized or perfected under local applicable law. All trade-marks, patents, copyrights and other proprietary rights in modifications or enhancements to the Submitted Data or the Submitted Documentation made by ICIS or any of the Other Users are and will remain the exclusive property of ICIS or the Other Users, as applicable, whether or not specifically recognized or perfected under local applicable law.

**5. INDEMNITY**

5.1 **Indemnity.** User shall indemnify, defend and hold harmless ICIS and the Other Users and their respective directors, officers, employees, agents and independent contractors against any third party claims, actions, costs, demands and any resulting expenses, lawyers' fees (including disbursements), loss, damage or liability (including amounts paid in settlement) arising from any claim that the Submitted Data or Submitted Documentation infringes or misappropriates any proprietary or other right of any third party, including

without limitation, intellectual property rights under patent law, copyright law, trade-mark law or trade secret law.

**6. GENERAL TERMS**

6.1 **Termination.** Either party may terminate this Data Sharing Addendum upon 30 days written notice to the other party for any or no reason. Any termination of this Data Sharing Addendum shall not, in and of itself, terminate the Agreement.

6.2 **Survival.** Notwithstanding the expiry or termination of this Data Sharing Addendum or the Agreement, the parties hereto acknowledge, confirm, and agree that any provisions which by their nature are intended to survive the expiry or termination of this Data Sharing Addendum (including Paragraph 2.2 and Sections 3, 4, 5 and 6) shall survive the expiry or termination of this Data Sharing Addendum or the Agreement and shall continue in full force and effect without limitation.

6.3 **Integration with Agreement.** The Agreement will be read and construed in conjunction with this Data Sharing Addendum where this Data Sharing Addendum is attached to the Agreement. All references to the "Agreement" shall be deemed to incorporate and include this Data Sharing Addendum.

DESCRIPTION OF SUBMITTED DATA
As per Schedule A Option _____ - as available.
Attributes as in Schedule B – as attached.

RESTRICTIONS ON SUBMITTED DATA

**SCHEDULE A:**

**Local Government Data Usage Matrix:** (note provision of data from specific Local Governments may vary from this example)

<b>LOCAL GOVERNMENT DATA SHARING MATRIX - OPTION #1 (APRIL 2006)</b>							
	<b>Public</b>	<b>Members</b>		<b>Associate Members</b>		<b>Subscribers</b>	
	Browse	Browse	Download	Browse	Download	Browse	Download
<b>CADASTRE (PARCEL DATA)</b>	Y	Y	Y	Y	Y	Y	Y
<b>Water</b>							
Mains	Y	Y	Y	Y	Y	Y	Y
Valves	Y	Y	Y	Y	Y	Y	Y
Connections	Y	Y	Y	Y	Y	Y	Y
Manholes	Y	Y	Y	Y	Y	Y	Y
Hydrants	Y	Y	Y	Y	Y	Y	Y
<b>Sanitary, Storm &amp; Combined</b>							
Mains	Y	Y	Y	Y	Y	Y	Y
Manhole	Y	Y	Y	Y	Y	Y	Y
Valves	Y	Y	Y	Y	Y	Y	Y
Fittings	Y	Y	Y	Y	Y	Y	Y
<b>Roads</b>							
Centerlines	Y	Y	Y	Y	Y	Y	Y
Address range	N	N	N	N	N	N	N
Address - point	Y	Y	Y	Y	Y	Y	Y
Poles/streetlight	Y	Y	Y	Y	Y	Y	Y
<b>Land Use</b>							
Zoning (LINEWORK)	Y	Y	Y	Y	Y	Y	Y
OCP	Y	Y	Y	N	N	N	N
Heritage sites	Y	Y	Y	N	N	N	N
<b>Other</b>							
DEM	Y	Y	Y	Y	Y	Y	Y
Road edges	Y	Y	Y	Y	Y	Y	Y
Building footprints	Y	Y	Y	Y	Y	Y	Y
Contours	Y	Y	Y	Y	Y	Y	Y
Watercourses	Y	Y	Y	Y	Y	Y	Y
Truck Routes	Y	Y	Y	Y	Y	Y	Y

**SCHEDULE A: Local Government Data Usage Matrix:** (note provision of data from specific Local Governments may vary from this example).

**LOCAL GOVERNMENT DATA SHARING MATRIX - OPTION #2 (APRIL 2006)**

	Public	Members		Associate Members		Subscribers	
	Browse	Browse	Download	Browse	Download	Browse	Download
<b>CADASTRE (Parcel data)</b>	Y	Y	Y	Y	Y	Y	Y
<b>Water</b>							
Mains	Y	Y	Y	Y	N	Y	N
Valves	Y	Y	Y	Y	N	N	N
Connections	N	N	N	N	N	N	N
Manholes	N	Y	Y	Y	N	N	N
Hydrants	Y	Y	Y	Y	N	Y	N
<b>Sanitary, Storm &amp; Combined</b>							
Mains	Y	Y	Y	Y	N	Y	N
Manhole	N	Y	Y	N	N	N	N
Valves	N	Y	Y	N	N	N	N
Fittings	N	Y	Y	N	N	N	N
<b>Roads</b>							
Centerlines	Y	Y	Y	Y	Y	Y	Y
Address ranges	Y	Y	Y	Y	Y	Y	N
Address - point	Y	Y	Y	Y	Y	Y	Y
Poles/streetlights	Y	Y	Y	Y	Y	N	N
<b>Land Use</b>							
Zoning (LINE)	Y	Y	Y	Y	Y	Y	Y
OCP	Y	Y	Y	N	N	N	N
Heritage sites	Y	Y	Y	N	N	N	N
<b>Other</b>							
DEM	Y	Y	Y	Y	Y	Y	Y
Road edges	Y	Y	Y	Y	Y	Y	Y
Building footprints	Y	Y	Y	Y	Y	Y	Y
Contours	Y	Y	Y	Y	Y	Y	Y
Watercourses	Y	Y	Y	Y	Y	Y	Y
Truck Routes	Y	Y	Y	Y	Y	Y	Y

**Legend:** Y - shareable; N - not sharable; CXC - case by case at this time.

**Other notes:**

"Early copy" linework (will consider providing to Utilities) - mis-interpreted. Have agreed to make available.  
 Ortho Photos (LGs are considering making available to ICIS in browse mode only)

**Caveats required for all uses.**

Principle is any data available on a LGs website, would be available to ICIS

Local Government: \_\_\_\_\_

Date: \_\_\_\_\_

Contact person: \_\_\_\_\_ (name/position) LG Approval: \_\_\_\_\_

e-mail: \_\_\_\_\_

Position: \_\_\_\_\_

**SCHEDULE B:**

## Attributes

NAME	DESCRIPTION	FIELD LENGTH
PID	Land Title parcel unique identifier	30
PCLLINKSID	Data owners unique ID	50
*DESCRIPT	Abbreviated legal description of the parcel	254
LOCALAREA	IE. SURREY, CAPITAL RD, ETC	50
ACCURACY	<1m, 1m>x<5m, 5m>x<10m, >10m	32
METHOD	Method used to compile the parcel data and used as a proxy for relative accuracy that in turn really relates to the precision or internal consistency of a particular portion of the fabric	32
MODDATE	Date of Attribute information received from LTO or BCA or spatial and attribute information extracted from Tantalus	
PIN - optional	Land Act parcel unique ID	30
JUROL - optional	Concatenation of BC Assessment jurisdiction and roll number	30
PCL - optional	Parcel - one field of the parsed legal description (e.g. Parcel A, Plan 3)	50
LOT - optional	Lot - one field of the parsed legal description (e.g. Lot 1, Plan 3)	16
BLK - optional	BLK - one field of the parsed legal description (e.g. Lot 1, Block 2, Plan 3)	16
PLANDEFDOC - optional	Plan Defining Document.	32
PRIMARY - optional	The description of parcels originally created by description or survey under the Land Act. (e.g. District Lot,Block (E&N),DLS, Mineral Claim)	50
LAND_DIST - optional	Provincial Administrative areas used to group primary parcels.	50
COMMENTS - optional	Used to describe inconsistencies or uncertainties regarding the identification or description of the parcel.	254
FREEFORM - optional	Contains non-conforming parts of the Legal description.	32
CROWNADMIN - optional	The name of the Crown Agency responsible for the administration of the parcel.	32
ICIS-ID N/A		