



Integrated
Cadastral
Information
Society

DATA SHARING AND LICENCE AGREEMENT

MEMBER INFORMATION			
ORGANIZATION (THE 'MEMBER'):	Electronic Library Network 314	ADDRESS:	W.A.C Bennett Library, 7 th Flr. Simon Fraser University 8888 University Drive Burnaby, BC V5A 1S6
CONTACT NAME:	Heather Morrison	TELEPHONE:	(778) 782-7003
E-MAIL:	heatherm@eln.bc.ca	FAX:	(778) 782-3023
MEMBERSHIP CLASS:	<input type="checkbox"/> LOCAL GOVERNMENT <input type="checkbox"/> PROVINCIAL GOVERNMENT <input type="checkbox"/> UTILITY <input type="checkbox"/> FIRST NATIONS <input type="checkbox"/> ASSOCIATE <input checked="" type="checkbox"/> AFFILIATE		

AGREEMENT INFORMATION			
DOCUMENT NUMBER:	ICIS-DSLA-Electronic Library Network		
EFFECTIVE DATE:	January 1, 2012	INITIAL TERM:	2 Years

This data sharing and licence agreement (the '**Agreement**') between the Member and the Integrated Cadastral Information Society ('**ICIS**') consists of this signature page and the -following Attachments, which are incorporated into the Agreement:

- Attachment 1** General Terms and Conditions
- Attachment 2** Member Specific Terms And Conditions
- Attachment 3** Authorized Data and Data Models
- Attachment 4** Submitted Data
- Attachment 5** Data Policies

In consideration of the mutual promises and covenants contained in this Agreement, the Member and ICIS hereby covenant and agree to be bound by this Agreement. **By signing below, the Member acknowledges that it has read this Agreement (including each Attachment listed above) and that it agrees to this Agreement in its entirety.**

ELECTRONIC LIBRARY NETWORK W.A.C Bennett Library, 7 th Flr. Simon Fraser University 8888 University Drive Burnaby, BC V5A 1S6	INTEGRATED CADASTRAL INFORMATION SOCIETY 1537 HILLSIDE AVENUE, STE. 16 VICTORIA, BRITISH COLUMBIA, CANADA V8T 4Y2
By: _____ Name: Heather Morrison Title: Associate Director	By: _____ Name: Harry Mercer Title: President, ICIS

ATTACHMENT 1

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement, unless something in the subject matter or content requires otherwise:

'Authorized Data' means the specific information or data from the Datastore described in Attachment 3 (Authorized Data) that the Member is authorized to access in accordance with the terms and conditions of this Agreement, as such specific information or data may be changed from time to time in accordance with Attachment 3.

'Confidential Information' means all information and data relating to or derived from the Datastore, the Authorized Data and the Documentation, in whatever form or media, that (a) is not known generally to the public, or (b) would otherwise generally be considered confidential in the circumstances.

'Contributors' means any third party which has provided or at any time in the future will provide information or data that becomes part of the Datastore.

'Datastore' means the database operated by ICIS that is comprised of information both owned by and licensed to ICIS.

'Documentation' means any technical documentation that ICIS may provide to the Member.

'End User' means a third party person or entity that is authorized to access or use Authorized Data or any portion thereof in accordance with the terms and conditions of this Agreement.

'Fees' means all fees payable by the Member to ICIS as described in Section 3 of Attachment 2 (Member Specific Terms And Conditions).

'Internal Use' means the internal use of Authorized Data by the Member, as may be further described in the Documentation, and which may include the use of Authorized Data as an image dataset, such as a backdrop for non-commercial web applications, in support of government to government, business to customer or government to citizen services, provided that (a) the Member ensures that the Authorized Data presented to End Users in this manner is only available for view and screen prints, without the ability to download; (b) the Member ensures that such End Users accessing the Authorized Data are subject to terms and conditions with respect to the Authorized Data in accordance with Section 3.6 of this Attachment 1; and (c) there are no direct or indirect charges related in any manner so such usage or access by End Users unless the Member is otherwise expressly authorized to do so by ICIS in writing.

'Data Models' means the data models described in Attachment 3 (**Error! Reference source not found.**), as such data models may be changed from time to time in accordance with such Attachment.

'Data Policies' means the data policies of ICIS set out in Attachment 5 (Data Policies), as such data policies may be changed from time to time in accordance with such Attachment 5.

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

'Sublicence' has the meaning set out in Section 3.6 of this Attachment 1.

'Submitted Data' means information or data that is contributed from time to time by the Member to become part of the Datastore, including as described in Attachment 4 (Submitted Data), as such information or data may be changed from time to time in accordance with Attachment 4.

'Submitted Documentation' means any technical documentation that the Member may provide to ICIS in respect of the Submitted Data.

2. DATA LICENCES

- 2.1 **Authorized Data Licence.** Subject to the terms and conditions of this Agreement, ICIS hereby grants the Member a non-exclusive, non-transferable, time-limited licence to use the Authorized Data provided to the Member from the Datastore solely for the Member's own Internal Use (for clarity, the Documentation includes examples of acceptable and unacceptable forms of Internal Use).
- 2.2 **Submitted Data Licence.** Subject to any restrictions in Section 5 of Attachment 4 (Submitted Data), the Member hereby grants ICIS a non-exclusive, royalty-free, perpetual licence 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; and (c) modify and enhance the Submitted Data or the Submitted Documentation and authorize Other Users to do the same. This licence is assignable by ICIS subject to the assignee agreeing to be subject to the terms and conditions of this Agreement. For greater certainty, ICIS will have no obligation to return or destroy any Submitted Data or Submitted Documentation notwithstanding any termination or expiry of this Agreement or pursuant to Section 9.5 of this Attachment 1.

3. DATA SPECIFIC OBLIGATIONS

- 3.1 **Data Policies.** The Member will comply with the Data Policies.
- 3.2 **Limitations.** Except as expressly provided in this Agreement, the Member will not (and will not authorize or in any way assist others to): (a) commercially exploit, reproduce, copy, modify, translate, or otherwise change the Datastore, Authorized Data or Documentation; (b) rent, lease, license, transfer or otherwise provide third parties access to the Datastore, the Documentation or any Authorized Data; (c) distribute or provide subscriptions to the Datastore or any Authorized Data; (d) remove, cover, or alter any trade-mark, trade name, copyright, or other proprietary notices, labels, or marks appearing on or in copies of any Authorized Data or Documentation; or (e) reverse engineer, de-compile, disassemble, or otherwise attempt to derive the source code of any software included in the Datastore.
- 3.3 **Access.** The Member is solely responsible for all costs associated with accessing the Datastore or otherwise using the Authorized Data. The Member will only access the Datastore in accordance with the Data Policies. If the Member obtains access to or copies of any information or data in the Datastore other than the Authorized Data then the Member agrees (a) that it will immediately notify ICIS of the same; (b) it will not use such unauthorized information in any manner; and (c) it will immediately return or destroy any copies of such unauthorized data, as directed by ICIS.
- 3.4 **Agreement to Contribute.** The Member hereby agrees that it will provide the Submitted Data to ICIS on a regular basis if and to the extent set out in, and in accordance with, Attachment 4 (Submitted Data) (including on any frequency as described in Section 4 of such Attachment) in such formats and manner as set out in the Data Policies. The Member 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.

- 3.5 **Error Reporting and Corrections.** The Member will, in accordance with the Data Policies:
- (a) promptly report to ICIS all errors, deficiencies and other problems that it identifies with respect to the Authorized Data or the Documentation or with respect to accessing the Datastore, and
 - (b) use commercially reasonable efforts to promptly correct any errors, deficiencies or problems in the Submitted Data or Submitted Documentation that the Member becomes aware of.
- 3.6 **End Users.** The Member will enter into an agreement ('**Sublicence**') with any End User otherwise authorized to access Authorized Data under this Agreement that subjects End User to obligations in respect of the Authorized Data equivalent to or more stringent than the obligations contained in this Agreement including, without limitation, all limitations of liability, indemnities and 'AS IS' provisions set out in the Agreement. For greater certainty, the Sublicences will reflect and include: (a) all limitations, restrictions and provisions imposed on the Member in the Agreement, including by way of example, limitations as to proprietary rights as set out in Section 6 of this Attachment 1 will apply to the End Users as if they were the Member under the Agreement; and (b) all provisions for the benefit of ICIS and its Contributors which will continue to accrue directly for the benefit of ICIS and its Contributors. The Member will, at its expense, enforce the provisions of such agreements for ICIS or its Contributor's benefit and otherwise pursue the available remedies against such End Users vigorously and in good faith. At ICIS' request, to the extent necessary for ICIS to enforce such provisions directly, the Member will assign to ICIS the benefit of such provisions, in whole or in part, and will execute such further assurances as may be required for such purpose. The Member will not permit any End User to access the Authorized Data in a manner that violates the terms or conditions of this Agreement or any Data Policies.

4. PAYMENT

- 4.1 **Fees; Payment.** The Member will pay to ICIS all Fees due under this Agreement. All unpaid amounts will bear interest at a rate equal to the lesser of 1.5% per month (19.56% per annum) and the highest rate permitted by law, of the outstanding payment from the date due until the date paid. All payments made will be in Canadian Dollars without deduction of any kind and, unless otherwise specified in Section 3 of Attachment 2 (Member Specific Terms And Conditions), all Fees will be payable in advance.
- 4.2 **Taxes and Duty.** In addition to all Fees payable under this Agreement, the Member will pay any applicable taxes and duties (including sales, use, value-added and similar taxes) that are due or payable with respect to this Agreement.
- 4.3 **Prices Review.** ICIS reserves the right to change Fees throughout the Term upon 60 days notice to the Member and, upon such notice, Section 3 of Attachment 2 (Member Specific Terms And Conditions) will be deemed to be amended accordingly.

5. WARRANTIES

- 5.1 **As Is.**
- (a) The Member acknowledges that the Datastore, the Authorized Data and the Documentation: (i) has not been vetted, tested, reviewed or evaluated by ICIS; (ii) may include errors or omissions; and (iii) is made available under this Agreement only on an 'AS IS' basis.
 - (b) Subject to Section 0, below, ICIS acknowledges that the Submitted Data and Submitted Documentation: (i) has not been vetted, tested, reviewed or evaluated by the Member; (ii) may include errors or omissions; and (iii) is made available under the Data Sharing Addendum only on an 'AS IS' basis.

5.2 **Intellectual Property Warranty.** The Member represents and warrants that (a) the Member has sufficient ownership or licence rights to provide the Submitted Data and Submitted Documentation to ICIS in accordance with the provisions of this Agreement, including the Member having full right and authority to license the Submitted Data and Submitted Documentation to ICIS for the uses set out in this Agreement, and (b) all uses of the Submitted Data and Submitted Documentation authorized in this Agreement do not infringe any third party rights including any third party intellectual property, trade secret rights, privacy laws or acts.

5.3 **Disclaimer.**

- (A) SUBJECT TO SECTION 5.3(B) AND 7.1 OF THIS ATTACHMENT, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE DATASTORE, THE AUTHORIZED DATA AND THE DOCUMENTATION WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY ICIS OR CONTRIBUTORS, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, ERROR FREE OR UNINTERRUPTED USE, AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.
- (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE MEMBER MAKES NO WARRANTY, CONDITION OR REPRESENTATION, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY THE MEMBER OR ITS LICENSORS, OR OTHERWISE WITH RESPECT TO THE SUBMITTED DATA AND THE SUBMITTED DOCUMENTATION, AND DISCLAIMS ALL WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, ERROR FREE OR UNINTERRUPTED USE.
- (C) SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR THE EXCLUSIONS OF CERTAIN WARRANTIES. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT WILL 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.

6. **PROPRIETARY RIGHTS**

6.1 **Ownership.** All trade-marks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to:

- (a) the Datastore, the Authorized Data and the Documentation are and will remain the exclusive property of ICIS or its licensors;
- (b) the Submitted Data and the Submitted Documentation are and will remain the exclusive property of the Member or its licensors; and
- (c) 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.

6.2 **Protection and Reservation of Rights.** The Member will not take any action that jeopardizes ICIS' or its licensors' proprietary rights, nor will the Member acquire any right in the Datastore, the Authorized Data or the Documentation except the limited use rights specified in this Agreement (unless otherwise expressly set out in this Agreement).

7. INDEMNITY AND LIMITATION OF LIABILITY

7.1 **Indemnity.** The Member will indemnify, defend and hold harmless ICIS, all Other Users and all Contributors, 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)

- (a) based upon the Member's breach of any term or condition under this Agreement;
- (b) in respect of any use by the Member or any End User of the Datastore, the Authorized Data or the Documentation;
- (c) arising out of any actions taken by ICIS to enforce the provisions of this Agreement including pursuant to Section 3.6 of this Attachment 1; or
- (d) arising from any claim that the Submitted Data or Submitted Documentation infringes, violates, 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, trade secret law, and privacy laws and acts.

7.2 Limitation of Liability.

- (A) NEITHER ICIS, NOR ANY CONTRIBUTOR, NOR ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR INDEPENDENT CONTRACTORS WILL BE LIABLE TO THE MEMBER FOR ANY ECONOMIC, COMMERCIAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOST PROFITS, OR A FAILURE TO REALIZE EXPECTED SAVINGS.
- (B) THE AGGREGATE LIABILITY OF ICIS AND ITS CONTRIBUTORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR INDEPENDENT CONTRACTORS ARISING IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED \$1,000 (CANADIAN). THE PARTIES ACKNOWLEDGE THAT ALL LIMITATIONS OF LIABILITY INCLUDING THIS SECTION 7.2 REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES BASED UPON THE REDUCED FEES BEING PAYABLE UNDER THIS AGREEMENT.
- (C) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT HEREIN WILL APPLY WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER KIND OF CIVIL LIABILITY CONNECTED WITH THIS AGREEMENT.
- (d) SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR THE EXCLUSIONS OF CERTAIN TYPES OF DAMAGES. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS SECTION 7.2 WILL 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.

8. DISPUTE RESOLUTION

8.1 **Arbitration.** Except as contemplated under Section 8.2, any controversy or claim arising out of or relating to this Agreement or the existence, validity, breach or termination of this Agreement, whether during or after its Term, will be finally settled by compulsory arbitration in accordance with the *Commercial Arbitration Act* (British Columbia). The arbitration will be held in Victoria, British Columbia by one arbitrator.

8.2 **Interim Relief and Unpaid Amounts.** The procedures for the resolution of disputes set out in this Section do not preclude recourse to the courts for interim or interlocutory injunctive or other interim relief. Nothing in this Section will prevent ICIS from filing an action against the Member to collect unpaid and past due amounts in a court having jurisdiction over the Member.

9. TERM; TERMINATION

9.1 Subject to the other provisions of this Agreement, this Agreement will commence on the Effective Date and continue in full force and effect for the duration of the Initial Term and will automatically renew for successive annual terms (cumulatively, the "Term") unless (a) either party gives prior notice that it does not intend to renew this Agreement; or (b) this Agreement is otherwise terminated as set out herein.

9.2 This Agreement will terminate automatically upon a material breach of this Agreement by the Member, as determined by ICIS in its sole discretion.

9.3 ICIS may terminate this Agreement upon 30 days written notice to the Member for any or no reason.

9.4 Upon termination or expiration of this Agreement, the Member will immediately cease accessing the Datastore and return to ICIS or certify the destruction of all Authorized Data and Documentation.

9.5 Either party may terminate the Member's obligation to provide Shared Data in accordance with Section 3.4 of this Attachment 1 upon 30 days written notice to the other party for any or no reason. Any termination of such obligation will not, in and of itself, terminate the Agreement.

10. RELATIONSHIP OF PARTIES

10.1 **Independent Parties.** The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

11. SPECIAL TERMS.

11.1 **Priority of Documents.** In the event of any conflict or inconsistency between the provisions of this Agreement and Section 2 of Attachment 2 (Member Specific Terms And Conditions), then unless the parties expressly agree otherwise, such Section 2 will prevail, to the extent of such conflict or inconsistency.

12. GENERAL TERMS

12.1 **Confidentiality.** Subject to any exclusions otherwise set out in this Agreement, the Member hereby agrees to maintain in confidence any Confidential Information that it receives or becomes aware of as the direct or indirect result of this Agreement and will not disclose any such information to any third party.

12.2 **Notice.** All notices or approvals required or permitted under this Agreement must be given in writing and sent by fax, e-mail, courier, or mail, postage prepaid, to the address specified in this Agreement or to any other address that may be designated by prior notice.

12.3 **Waiver, Modification.** Any waiver or, except as expressly contemplated herein, modification of this Agreement will not be effective unless executed in writing and signed by the party against whom enforcement of the waiver or modification is sought. Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach.

12.4 **Force Majeure.** Neither party will be liable for failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes,

governmental acts or omissions, laws or regulations, labour disputes, transportation stoppages or third party dependencies reasonably outside of the control of such party including third party data provided to ICIS. These causes will not excuse the Member from paying any accrued amounts due to ICIS.

- 12.5 **Benefit of the Agreement.** This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 12.6 **Assignment.** The Member may not assign (either directly or by operation of law), delegate, or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without ICIS' prior written approval. Any attempt to do so without ICIS' approval will be void.
- 12.7 **Severability.** If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless ICIS deems the unenforceable provision to be essential to this Agreement, in which case ICIS may terminate this Agreement upon notice to the Member .
- 12.8 **Governing Law.** This Agreement will be governed by the laws in force in the Province of British Columbia and the laws of Canada applicable therein, excluding rules of private international law that lead to the application of the laws of any other jurisdiction. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods to the Agreement.
- 12.9 **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between ICIS and the Member with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.
- 12.10 **Counterparts.** This Agreement may be executed in counterparts, or fax or scanned copy counterparts, each of which when executed by either of the parties will be deemed to be an original and such counterparts will together constitute one and the same Agreement.
- 12.11 **Survival.** Notwithstanding the expiry or termination of this Agreement, the parties acknowledge, confirm, and agree that any provisions which by their nature are intended to survive the expiry or termination of this Agreement (including Sections 5, 6, 7, 8, 10 and 12) will survive the expiry or termination of this Agreement and will continue in full force and effect without limitation.
- 12.12 **Interpretation.** The Agreement will be interpreted with all changes to number and gender as the context requires. Headings are for convenience only. The Agreement will be interpreted with all changes to number and gender as the context requires. The parties confirm that it is their wish that this contract and all related documents hereto will be in English.

ATTACHMENT 2 MEMBER SPECIFIC TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 This Attachment sets out the special terms and conditions, if any, applicable to this Agreement and the Fee payable in respect of Section 4.1 of Attachment 1 (General Terms and Conditions).
- 1.2 The Special Terms may change from time to time during the Term of this Agreement. Any such changes will be as agreed to by the parties in writing.
- 1.3 Upon agreement to such changes made under Section 1.2, above, (including by ICIS issuing a replacement version of this Attachment 2 to the Member at the Member's written request) this Attachment 2 will be deemed to be amended accordingly.
- 1.4 Fees are reviewed annually and are subject to change. Fees noted below reflect the fees at the time of signing this Agreement.

2. SPECIAL TERMS

- 2.1 No special terms or conditions.

3. FEES

- 3.1 **Annual Membership Fee.** The membership fee payable annually by the Member is \$1.00
- 3.2 **Annual Access Fee.** The access fee payable annually by the Member is \$5,100.

ATTACHMENT 3 AUTHORIZED DATA AND DATA MODEL

1. INTRODUCTION

- 1.1 This Attachment describes the Authorized Data, Data Model, and the process for changing the Authorized Data and Data Model during the Term.

2. CHANGE PROCESS

- 2.1 The Authorized Data and Data Model may change from time to time during the Term of this Agreement. Any such changes will be reviewed, approved and made by ICIS.
- 2.2 Upon notice to the Member of such changes made under Section 2.1, above, (including by ICIS issuing a replacement version of this Attachment 3 to the Member) this Attachment 3 will be deemed to be amended accordingly; provided that any changes to the Authorized Data and Data Model will be effective 60 days after such notice.

3. DESCRIPTION

- 3.1 The Authorized Data is as follows:

- (a) ICIS Cadastre. The data in this layer includes the best available data from both Provincial and Local Government sources within standardized and uniform attribution.
- (b) Integrated Cadastral Fabric (ICF) data for all areas for which an ICF has been compiled and made available by ICIS.
- (c) Local Government Cadastral Fabric as has been supplied to ICIS by any Local Government during the Term of this Agreement. The locational accuracy and attribution of the Local Government Cadastre will vary.
- (d) Assessment Fabric Layer Data from BC Assessment.
- (e) AddressBC Data.
- (f) Canadian Wildlife Service.
- (g) Agricultural Land Reserve.
- (h) Health Authority Locations.
- (i) Conservation Parcels.
- (j) Police Jurisdictions.
- (k) TRIM Data (TRIM 1 and 2) which is the Terrain Resource Information Management Digital Data for the Province of British Columbia, including positional and Digital Elevation Model (DEM) Information and which is available from the Ministry of Agriculture and Lands, Land and Resource Data Warehouse (LRDW).
- (l) Tantalus Crown Parcel Fabric and attribute data available from the LRDW
- (m) Tantalus Administrative Boundary Data available through the LRDW. This Administrative Boundary information includes: Assessment Areas, Electoral District Provincial, Indian

Reserves, Integrated Survey Area, Land District, Land District, Land Management Region, Land Title District, Municipality, National Park, OIC Ecological Reserve, Provincial Park, Regional District, School District, Nisga'a Treaty Management, Muskwa-Kechika Management Area.

3.2 The Data Models include but are not limited to the following as of the date of this signed Agreement:

- (a) ICIS Cadastral Data Model
- (b) AddressBC Data Model
- (c) BC Assessment Data Model

ATTACHMENT 4 SUBMITTED DATA

1. INTRODUCTION

1.1 This Attachment describes the Submitted Data, any restrictions on the Submitted Data, the frequency (as applicable) at which the Submitted Data is to be provided to the Datastore, and the process for changing the Submitted Data during the Term.

2. CHANGE PROCESS

2.1 The Submitted Data may change from time to time during the Term of this Agreement. Any such changes will be as agreed to by the parties in writing.

2.2 Upon agreement to such changes made under Section 2.1, above, (including by ICIS issuing a replacement version of this Attachment 4 to the Member at the Member's written request) this Attachment 4 will be deemed to be amended accordingly.

3. SUBMITTED DATA

3.1 The following is Submitted Data:

(a) Not applicable.

3.2 The following further describes the Submitted Data.

(a) Not applicable.

4. FREQUENCY

4.1 Not applicable.

5. RESTRICTIONS ON SUBMITTED DATA.

5.1 The following restrictions apply to the Submitted Data.

(a) Not Applicable.

ATTACHMENT 5 DATA POLICIES- BC ELN (EDUCATIONAL USE)

1. INTRODUCTION

1.1 This Attachment sets out the Data Policies and describes the process for changing the Data Policies during the Term.

2. CHANGE PROCESS

2.1 The Data Policies may change from time to time during the Term of this Agreement. Any such changes will be reviewed, approved and made by the ICIS.

2.2 Upon notice to the Member of such changes made under Section 2.1, above, (including by ICIS issuing a replacement version of this Attachment 5 to the Member or by posting such revised Data Policies) this Attachment 5 will be deemed to be amended accordingly; provided that any changes to the Datastore Access Policy will be effective 60 days after such notice.

3. DATASTORE ACCESS, CONTRIBUTION AND ERROR REPORTING POLICY

3.1 As available on the ICIS website.

4. OTHER

BC Electronic Library Network is a partnership between the Province of British Columbia and its post-secondary libraries, including approved Associate Members and Yukon College.

BC ELN partners and members provide information services to their Authorized Users (faculty, students, and staff) in the context of institutional appropriate use guidelines, onsite and from remote locations on authentication that the individual is an Authorized User. BC ELN partners and members are eligible to provide educational use for specified ICIS datasets on provision of a BCeID, ICIS ID, and dedicated data librarian, who will provide an intermediary role in downloading data, providing technical advice, and educating Users about Data Policies and Appropriate Use.

BC ELN coordinates communication with partner and member libraries and ICIS, including:

- developing a list of participating libraries with BCeIDs and data librarians for ICIS
- creating an internal listserv for communication with data librarians
- providing information about Data Policies and Appropriate Use
- coordinating training

Educational use includes use by faculty, students, and staff, for research and educational uses. Examples of educational uses include development of applications for posting to public websites. Any representation of the Data on a web site or on hard copy products to which any member of the public may have access must be void of all attribute info, except for the CROWN_ADMIN attribute (information on Crown land only), which may be displayed. Former students, faculty and staff will be able to retain works developed while they were Authorized Users. For example, students will be able to continue to post applications after graduation to show prospective employers.

Walk-in users (members of the public using the library onsite) will be able to view ICIS data on signing the Appropriate Use Agreement.

Commercial use is not included. Inquiries about commercial uses will be referred to the ICIS data provider.