



POLICY - GEOGRAPHIC DATA DISSEMINATION INFORMATION TECHNOLOGY SERVICES

Approved By	CHIEF INFORMATION OFFICER (CIO)	Approval Date	01-JAN-2001
Section		Effective Date	01-JAN-2001
Subsection		Revision Date	

POLICY STATEMENT

The City of Ottawa charges fees for digital geographic data and hard copy maps. Fees are reviewed and approved annually by City Council. Fees are generally based on dissemination costs only and do not include the cost of acquiring, developing or maintaining the original data. In specific circumstances, the City may waive fees.

The Director/CIO, Information Technology Services (ITS), may waive fees as appropriate, and delegate responsibility for granting exemptions from fees to the senior management staff within the ITS Branch.

PURPOSE

This policy ensures that consistent and equitable service is provided to the public, and ensures that costs are kept to a minimum by basing fees on cost recovery.

APPLICATION

This policy applies to Information Technology Services (ITS) staff in fulfilling requests for data from internal and external clients, as well as users of City digital geographic data.

For the purposes of interpreting and implementing this policy, the following categories of clients have been identified who are typical clients requesting geographic data and who would be covered by this policy:

POLICY REQUIREMENTS

1. Policy description

- 1.1 Provision of data is expensive and shall be undertaken only when (a) there is a clear responsibility to inform (publish), (b) there is a benefit to the City to do so, or (c) clients are willing to pay for the data
- 1.2 Objectives of full cost recovery are to (a) increase fairness, by ensuring the direct beneficiaries of the data bear the cost, and not the taxpayers of the City of Ottawa, and (b) reduce operating costs
- 1.3 The full costs of providing data to satisfy proprietary interests of individuals or corporations shall not be borne (i.e. subsidised) by the taxpayers of the City of Ottawa

- 1.4 The cost of making data available for purchase to the public or corporations shall reflect the full cost of collecting, compiling, preparing, producing and disseminating the data (the "marginal" cost of disseminating), but not the original cost of acquiring the data
- 1.5 Fees and charges may be reduced or waived where appropriate (e.g. where health and safety issues are involved).
- 1.6 Full cost recovery shall be the baseline for establishing external client charges; partial or full subsidy can be justified under the following circumstances:
 - when data is provided to other municipalities, local school boards, police services, hydro commissions, other local government agencies or associations, and provincial or federal government agencies involved in local programs, and local media representatives within the City of Ottawa;
 - when data is provided to an individual or corporation under contract to the City, other municipalities, local school boards, police services, hydro commissions, other local government agencies or associations, and provincial or federal government agencies involved in local programs, and local media representatives within the City of Ottawa
- 1.7 Commercialization of databases as City of Ottawa works may be achieved through (a) donation, (b) assignments, (c) loan, and/or (d) license
- 1.8 Donation or assignment of electronic databases shall require approval of City Council; a loan or license shall not require Council approval, provided City of Ottawa copyright and ownership in the data are protected in the loan or licensing agreement
- 1.9 Data shall be provided as a "non-exclusive" license (City of Ottawa retains the right to access and distribute its data through other licensees)
- 1.10 Complete pro-forma licensing agreements, shall be executed for each dissemination product as described in Section 2 - Data License Agreements, below.
- 1.11 Where the City is not the original copyright owner of the data (i.e. the data has been licensed to the City, such as Teranet or MPAC data), the terms and conditions of the license shall apply to any "sub-license"
- 1.12 Revenues received for geographic data shall be recorded and reported as general revenue within the ITS accounts.
- 1.13 Provision of "hard copy" products (e.g. whiteprints, paper maps, etc.) which have been derived from data or databases, shall be at the discretion of City Departments; there is an implied copyright on all products; however an effort should be made to place copyright statements on the original documents, as well as other disclaimers and acknowledgements
- 1.14 The cost of making "hard copy" maps available for purchase to the public or corporations shall reflect the full cost of collecting, compiling, preparing, producing and reproducing the data (the "marginal" cost), but not the original cost of acquiring the data.
- 1.15 Revenues received from the sale of "hard copy" products shall be recorded and reported as general revenue within the ITS accounts.

2. Data Covered by Policy.

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All geographic data that is stored on the City's various computer systems are covered by this policy.

2.1 Target Groups Subject to Policy

Category "A" includes City of Ottawa departments, police services, and OTranspo. Category A clients are exempt from fees for geographic data and are not required to enter into a license agreement. When the data or custom mapping is required for a capital project, handling fees, hard copy maps/ publication fees, customisation fees and material fees will be charged. All fees may be waived at the discretion of the Director.

Category "B", includes other municipalities, local school boards, local libraries, hydro commissions, other local government agencies or associations, and provincial or federal government agencies involved in local programs, and local media representatives within the City of Ottawa, and includes community associations and consultants (working on behalf of the City, other municipalities, local school boards, local libraries, police services, hydro commissions, other local government agencies or associations, and provincial or federal government agencies involved in local programs, and local media representatives within the City of Ottawa. Category B clients are exempt from fees for geographic data but they are required to pay handling fees, hard copy maps/publications fees, customisation fees and material fees charged at full cost recovery. Category B clients working in partnership with ITS, or clients working within the MAP partnership are exempt from handling and material fees. Category B clients are eligible for full, or partial subsidy, for all fees at the discretion of the Director. Category B clients are required to enter into a license agreement for use of the data.

Category "C" includes corporations, individuals, privately owned utilities (e.g. Bell, Consumer's Gas, Roger's TV), consultants, developers, and commercial ventures purchasing data for limited, non-commercial uses. Category C clients must comply with the policy as defined herein, which includes full cost recovery for handling fees, hard copy maps/publications fees, customisation fees and material fees. These fees and charges shall in no case be less than full cost recovery. Category C clients are eligible for full, or partial subsidy, for all fees at the discretion of the Director. Category C clients are required to enter into a limited use license agreement for use of the data.

Category "D" includes corporations, individuals, privately-owned utilities (e.g. Bell, Consumer's Gas, Roger's TV), consultants, developers, and commercial ventures purchasing data for unlimited, commercial uses including re-sale of the data. Category D clients must comply with the policy as defined herein, which includes full cost recovery for handling fees, hard copy maps/publications fees, customisation fees and material fees. An additional one-time data fee will be charged for specific data themes purchased by Category D clients. Category D clients are not eligible for subsidy. Category D clients are required to enter into a custom license agreement for use of the data which defines the provisions for unlimited use, and conditions under which the data may be sold to other parties. Sale or re-distribution of the City's geographic data by Category D clients may be subject to royalty fees. The collection of royalties may be subject to approval by City Council.

3. Data License Agreements

Data License Agreements are required each time data is provided to a client. The Data License

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Agreement shall reflect the policies described wherein. The Data License Agreement must be executed between the Licensee and the owner before data is provided or used. It is important to note that there may be different terms and conditions depending on the source of the data. Often there are provisions that must be "passed through" from the original owner to the Licensee.

When a client wishes to re-use the data provided under an existing agreement, for a new project, a new agreement shall be prepared and an administration fee charged to cover the time for staff to produce the new agreement.

One standard form of Data License shall be available, with customized conditions for use depending on the nature of the data provided. Where the City is not the sole-owner, a multi-party agreement will be used, naming all parties involved. A Data License Agreement shall be prepared and signed by all parties to the agreement prior to delivery of the product. A sample of the Data License Agreement is attached as Schedule "A".

4. Schedule of Costs

The fees charged by ITS are attached as Appendix "B" – Data Dissemination Fees.

RESPONSIBILITIES

All staff within the Information Technology Services Branch will be responsible for the implementation of, and adherence to, this policy.

MONITORING/CONTRAVENTIONS

REFERENCES

"Feasibility of Developing a Geographically Referenced Information System for the Regional Municipality of Ottawa-Carleton", a project report prepared by Thorne Stevenson & Kellogg, Management Consultants, October, 1985

"Disseminating Database Information: Practical Guide for Government Managers", developed by the Interdepartmental Working Group on Database Industry Support (IWGDIS), Government of Canada, October, 1991

"A Review of the Canadian Geomatics Industry", *Geomatica*, Summer, 1993 (McLaughlin, Nichols, et al.)

"The Municipal Freedom of Information and Protection of Privacy Act", Information Session notes, Regional Clerk's Department, December, 1990

"Charging for RMOG Publications", Corporate Services and Economic Development Committee Report No. 46, November 13, 1996, Regional Municipality of Ottawa-Carleton

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LEGISLATIVE & ADMINISTRATIVE AUTHORITIES

City of Ottawa geographic databases are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

Information which is available to the public as paper maps, plans, or reports is considered published and therefore excluded from the provision of the Municipal Freedom of Information and Protection of Privacy Act.

Any electronic databases prepared under the direction or control of the City of Ottawa Information Technology Services, the copyright in the work belongs to the City of Ottawa; the City of Ottawa retains the exclusive right to use the databases in any manner or to authorize others to copy it.

Responsibility to administer City of Ottawa copyright rests with the Legal Department; it is advisable that each department consults with Legal in relation to City of Ottawa copyright issues.

In accordance with the foregoing, direct access to the databases is restricted to employees of the City of Ottawa.

DEFINITIONS

Geographic data: Data, or information derived from data, that is stored within computer systems by latitude/longitude, or other similar spatial referencing system. This includes all descriptive, or attribute data which is "linked" or "related" to the spatial referencing system by codes, keys, or similar means."

KEYWORD SEARCH

Geographic data, GIS, MAP, mapping

ENQUIRIES

For more information on this Policy, contact Manager, Information Management Division.

APPENDICES

Appendix "A" – Data License Agreement

Appendix "B" – Data Dissemination Fees

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APPENDIX "A" – DATA LICENSE AGREEMENT

JANUARY 2001

DATA LICENSE AGREEMENT

THIS AGREEMENT dated the **dayth** day of **month**, **year**

BETWEEN:

Company Name ("Licensee")

AND

City of Ottawa ("the City")

WHEREAS the City is the owner of digital files containing geographic information covering the City of Ottawa (hereinafter the "Database");

AND WHEREAS the City has agreed to grant a non-exclusive license to **Company Name** subject to the terms and conditions of this Agreement;

NOW THEREFORE the City and the Licensee covenant and agree as follows:

1. Grant of License

The City hereby grants to the Licensee a non-transferable, non-exclusive license to use electronic files of the City's Geographic Database as itemized in Addendum 'A' (hereinafter called the "Licensed Database") royalty-free with respect to the specific needs of the **projectName** Project commencing on execution of this license by all parties and expiring on completion of the project, subject to earlier termination.

2. Fee Payable

The Licensee shall pay to the City a fee of \$**0.00** for the granting of the license hereunder. The licensee shall pay the fee to the City within thirty (30) days of receiving an invoice therefore.

3. Restricted Use

The Licensee is authorized to use the Licensed Database solely for its own internal operation with respect to the specific needs of the **projectName** Project. The Licensee acknowledges that the Licensed Database is protected by copyright and that the only rights which the Licensee obtains to the Licensed Database is the right of use in accordance with the terms of this License. Where the Database, or portion thereof, is used in combination with other data to produce derived works for distribution to individuals, associations and corporations, it must be provided in a non-digital format. Any third party requiring access to the Licensed Database for the purpose of producing such derived works must execute an agreement with the City prior to being given access to the Licensed Database.

4. No transfer

Any attempt by the Licensee to sub-license, assign or transfer any of the rights, duties or obligations hereunder is void. The Licensed Database and any works derived therefrom shall not be sold or distributed to third parties in any manner by the Licensee.

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5. No warranty

The City shall not be obliged to update the files or the Licensed Database or to make any changes thereto at the request of the Licensee. The City makes no warranties, either express or implied, as to any matter, including without limitation, the condition, quality or freedom from error of the Licensed Database or its fitness for any particular purpose. The granting of rights to any new edition of the Licensed Database will be subject to a new agreement between the parties.

6. Indemnity

The Licensee indemnifies and saves harmless the City from any claim by a third party and for any losses, costs and damages arising out of or related to the Licensee's use of the Licensed Database where such use has not been in accordance with the terms of this Agreement.

7. Default

If the Licensee fails to comply with any of the terms or conditions of this Agreement, the City may terminate this Agreement and all rights of the Licensee created hereunder.

8. Effects of termination

Upon the termination of this Agreement for whatever cause, all rights and privileges granted to the Licensee hereunder will immediately terminate and the Licensee shall immediately return to the City, or destroy, the Licensed Database and all related copies and materials. The City reserves the right to require proof from the Licensee of the destruction of the Licensed Database and related copies and materials.

9. Governing Law

This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

10. Enurement

This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.

11. Notices

Any notice, instruction or other communication required or permitted to be given to any party pursuant to this Agreement must be in writing and will be deemed to have been sufficiently given if delivered personally or sent by pre-paid registered mail or by facsimile to the corresponding address show below:

If to the Licensee:

Company
Street Address
City, Province
Postal Code

If to the City:

Surveys and Mapping Unit
City of Ottawa
Information Management Division
100 Constellation Crescent
Ottawa, Ontario
K2G 6J8

or to such other address as any party may from time to time notify the others in accordance with this section.

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Any such communication will be deemed to have been received and delivered on the date of delivering, if delivered, or on the fifth business day after mailing thereof, if sent by pre-paid registered mail, or on the date of transmission, if sent by facsimile.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

Company

(signature)

Name: _____

Title: _____

Date: _____

City of Ottawa

(signature)

Name: Mr. Stephen Perkins, O.L.S.

Title: Senior Photogrammetrist, City Mapper

Date: _____

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(Addendum 'A'
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(Licensed database, transferred to licensee
(in electronic format, in file(s) as named
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APPENDIX "B" – DATA DISSEMINATION FEES

(see over ...)

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Appendix "B" – Data Dissemination Fees

Program / Service	2006 Rate
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Information Technology Services
Information Management
Surveys and Mappings

Digital Data - Handling Fee /hr.	\$79.95
Renewal of Existing License for a new project	\$79.95

Hard Copy Map/Publication Fees:

Standard Paper Print (per 2m length, min \$5 charge)	\$15.99
Standard Mylar copies	\$26.65
1 sheet 1:500 scale map, paper	\$15.99
1 sheet 1:500 scale map, Mylar	\$26.65
1 sheet 1:2,000 scale map, paper	\$15.99
1 sheet 1:2,000 scale map, Mylar	\$26.65
1 sheet 1:10,000 scale map, paper	\$15.99
1 sheet 1:10,000 scale map, Mylar	\$26.65
Microfilm paper prints	\$1.09
8" x 11" computer plot, paper	\$5.33
36' wide computer plot, paper	\$15.99
36' wide computer plot, Mylar	\$26.65
Survey control book	\$159.91
General Use Map colour, paper (regional)	\$10.66
General Use Map colour, paper (urban area)	\$10.66
Social Housing Map, paper	\$5.33
1995 Urban Land use map, paper	\$5.33
1985 Rural Land use map, paper	\$4.30
1994 Classified wetlands map, paper	\$5.33
Archaeological Potential map, paper	\$5.33
Airport Noise map. Paper	\$1.09
1997 Vacant Urban Residential Land Survey Paper	\$10.66

Electronic CAD File order:

(includes 1 hr, CD or email plus \$26.65 per file)

# of File:	Cost	w/tax
1	\$133.25	\$151.91
2	\$159.90	\$182.29
3	\$186.55	\$212.67
4	\$213.20	\$243.05
5	\$239.85	\$273.43
6	\$266.50	\$303.81
7	\$293.15	\$334.19
8	\$319.80	\$364.57
9	\$346.45	\$394.95
10	\$373.10	\$425.33
11	\$399.75	\$455.72
12	\$426.40	\$486.10
13	\$453.05	\$516.48
14	\$479.70	\$546.86
15	\$506.35	\$577.24

Electronic Media/Materials fees:

Floppy Disk	\$15.99
CD-Rom	\$79.95
Internet File transfer (FPT)	\$26.65
Internet email (up to 6 megabyte per email)	\$26.65

Customization Fees/Electronic File Translation	
Production of customized map or data /hr	\$79.95

1 Paper Print	
	\$15.99
gst	\$0.96
pst	\$1.28
total	\$18.23

One-Time Digital Data Fee, Theme Set:

Topographic 1:10,000 1:5,000 or 1:2,000 scale electronic Data CAD format - MicroStation or AutoCad	\$26.65
Aerial Ortho-photograph, jpg format (6mb size limit)	\$79.95
Road Centreline Graphics	\$2,665.00
Road Centreline Graphics with Street names	\$5,330.00
Road Centreline Graphics with attributes	\$21,321.00
Topographic 1:2,000 scale (full coverage)	\$21,321.00
5.1 Hydrograph only	\$2,772.00
5.2 Culture only	\$3,731.00
5.3 Transportation only	\$3,731.00
5.4 Vegetation only	\$2,772.00
5.5 Altimetry only	\$2,772.00
5.6 Utilities	\$2,772.00

2 Paper Prints	
	\$31.98
gst	\$1.92
pst	\$2.56
total	\$36.46

3 Paper Prints	
	\$47.97
gst	\$3.36
pst	\$3.84
total	\$55.17

Social Theme	\$1,599.00
Environmental Themes	\$1,599.00
Planning Themes	\$1,599.00
Utilities	\$2,665.00
Administration Areas	\$1,599.00
General Transport Themes	\$1,599.00