Government Gouvernement of Canada du Canada

Page 1 of 3

Agreement Number:

Agreement Date: March 20, 2001

BETWEEN

GeoConnections Program, Natural Resources Canada, 615 Booth Street, Ottawa, Ontario. (referred to in the agreement as "GeoConnections"), represented by Mapping and Services Branch, Natural Resources Canada, 615 Booth Street, Ottawa, Ontario (referred to in the agreement as "Framework Data Node"), represented by the Director General of the Mapping Services Branch.

AND

GeoAccess Division, Canada Centre for Remote Sensing, Natural Resources Canada, 615 Booth St, Ottawa, Ontario, represented by the Director of the GeoAccess Division.(referred to in this agreement as "GeoAccess Division").

Whereas GeoAccess Division has developed a digital cartographic product that represent the Rail Network of Canada (referred to as "Rail Network").

Whereas the Rail Network was derived from the National Atlas revised VMAP0 which was accepted as a national standard base map at 1:1,000,000.

Whereas GeoAccess Division has made considerable improvements to these datasets.

Whereas GeoAccess Division desires to freely contribute the Rail Network to the Canadian Geospatial Data Infrastructure (referred to in the agreement as "CGDI") to be used as Framework data.

Whereas Natural Resources Canada has the fiscal accountability for the development of the GeoConnections project, which includes the alignment of CGDI framework data.

Now therefore, the parties hereto agree to consider the Rail dataset as Framework data for Canada, and to refer to Rail Network as the GeoBase Rail Network Level 0 (in French: GéoBase réseau ferroviaire niveau 0). GeoAccess Division will make the Rail Network freely available in the most up to date form available via GeoGratis and discoverable via CEONet.

1. Previous Negotiations

This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous negotiations and documents in relation thereto.

Agreement Number:

2. Notices

a) All notices and communications to Framework Data Node in connection with this agreement shall be addressed to:

François Faucher

Director General, Mapping and Services Branch

Earth Science Sector

Natural Resources Canada

Room: 714, 615 Booth Street, Ottawa, Ontario, K1A 0E9

Telephone (613) 947-0793

Fax (613) 995-2000

b) All notices and communications to GeoAccess Division in connection with this agreement shall be addressed to:

Dr. Robert O'Neil

Director, GeoAccess Division, CCRS,

Earth Science Sector

Natural Resources Canada

Room: 650, 615 Booth Street, Ottawa, Ontario, K1A 0E9

Telephone (613)

Fax (613) 947-2410

c) Any notice to the parties hereto shall be effectively given if sent by letter, telegram, telex or fax addressed to the party at it's address indicated in sections 2 a) and b). Any notice so given shall be deemed to have been received by the other party at the time when, in the ordinary course, such letter, telegram, telex or fax should have reached its destination.

3. Amendments and Termination

- a) If, at any time during the period of this agreement, the parties hereto shall deem it necessary or expedient to make any alteration or addition to this agreement, they may do so by means of a written agreement between the parties which shall form part hereof.
- b) Either party hereto may chose to terminate this agreement, by giving thirty (30) days written notice to the other party.

4. Intention

This agreement is not intended to constitute an agreement that will be legally binding on the parties and

Agreement Number:

is not intended to be relied upon by the parties as creating any legal rights or obligations.

In witness whereof, the parties hereto have executed these presents.

Approved on behalf of GeoConnections Framework Data Node	
Signature	<u>01-03-20</u> Date
DG, Happing Services Brand, NRCon Title	
Approved on behalf of GeoAccess Division	
Signature Director, Gen Mason Director / NRCan Title	Ol Mar 26 Date