

MEMORANDUM OF UNDERSTANDING ("MoU")

BETWEEN

DEPARTMENT OF SERVICE NOVA SCOTIA AND MUNICIPAL RELATIONS, REGISTRY
MANAGEMENT AND OPERATIONS DIVISION AS REPRESENTED BY THE NOVA SCOTIA
GEOMATICS CENTRE
(hereafter referred to as "NSGC")

AND

MAPPING AND SERVICES BRANCH
EARTH SCIENCES SECTOR
NATURAL RESOURCES CANADA
(hereafter referred to as "MSB")

FOR

COOPERATIVE PROGRAMS RELATED TO ACCESS AND MAINTENANCE OF DIGITAL
TOPOGRAPHIC DATA OVER NOVA SCOTIA

1. BACKGROUND

Both parties are currently responsible for maintaining and providing access to digital topographic databases for Nova Scotia. MSB is responsible for the National Topographic Data Base (scales of 1:50,000 and 1:250,000). NSGC is responsible for the Nova Scotia Topographic Database (NSTDB) at scale of 1:10,000 and is currently developing a 1:50,000 series. In the spirit of interagency cooperation, and the need to improve and enhance client services, both parties have agreed to develop long term maintenance strategies that will produce effective and timely access to digital topographic data and ultimately avoid duplication of resources.

2. PURPOSE

The purpose of this MoU is to establish a framework for sharing digital topographic data covering Nova Scotia which is created, owned and maintained by the parties to this MoU. This framework will result in greater efficiency, ease of access, and cost reduction for both parties and their clients in terms of their activities related to the use and maintenance of digital topographic base data. The output of these efforts will be a harmonized Nova Scotia digital topographic base data infrastructure, which is in direct link with the philosophy behind GeoConnections.

3. SCOPE AND STRUCTURE

This MoU outlines general principles for collaboration. Specific projects initiated under this MoU shall be documented by Letters of Agreement, which shall constitute Annexes to this MoU and be assigned an alphabetic heading for reference purposes (e.g. Annex A). -Because of its importance and the urgent need to update it, the first project will deal with Nova Scotia's digital road network.

4. GENERAL PRINCIPLES OF CO-OPERATION

- 4.1 To minimise duplication and to ensure synergy for users of digital topographic data in Nova Scotia, the two organisations will work together to have one common geometric representation for digital topographic data and develop mechanisms to ensure that unique geometric representation is maintained;
- 4.2 Common geometric representation will be based on existing data coming from both organisations.
- 4.3 The two organisations will cost share all projects as defined in the Annexes;
- 4.4 Within contracts awarded to industry, specific extensions answering one organisation's needs will be allowed. Their cost will be paid by the originating organisation as defined in the Annexes;
- 4.5 In building these digital topographic datasets, NSGC and MSB have non-exclusive worldwide licence to use and distribute the resulting data and to modify or exchange it. Each organisation keeps its own revenues and bears its own distribution cost unless other exceptional royalty, cost and/or revenue arrangements are included in the Letter of Agreement.

5. AREAS OF COOPERATION AND COLLABORATIVE ACTIVITIES

The areas of cooperation and collaborative activities between the parties may include, but are not limited to:

- 5.1 Working towards harmonizing their Nova Scotia base data to common specifications to ensure unique geometric representation and to facilitate exchange and access of digital topographic data.
- 5.2 Determining their respective roles and responsibilities around maintaining Nova Scotia digital topographic base data layer and their features according to current or future agreed upon standards or specifications.
- 5.3 Working cooperatively to achieve more effective and efficient approaches to data collection, access, maintenance, exchange and integration.

6. REPORTING

To ensure that the parties are aware of each other's activities relating to this MoU, representatives will meet on a biannual basis to provide progress reports and to discuss operational issues in support of the MoU and annual work planning.

7. DURATION AND TERMINATION

This MoU will be effective upon the date of signature by both parties of this MoU and will remain in effect for a period of 5 years as mutually agreed to by both parties. This MoU may be terminated by either party upon ninety (90) days written notice to the other party.

8. TITLE TO PROPERTY

Any property or equipment of whatever nature or kind furnished by a party in connection with work under any cooperative project, is and will remain the property of the party furnishing such property or equipment.

9. INTELLECTUAL PROPERTY

In all projects or activities related to this MoU, each party shall retain all rights of ownership and title to its existing Intellectual Property. All projects initiated under this MoU shall document in the Letter(s) of Agreement, the ownership and rights of use for all new Intellectual Property arising from the project.

10. FUNDS

It is understood by the parties that the ability of each party to undertake forms of cooperation is subject to the availability of funds and resources.

11. AMENDMENTS

This MoU may be amended at any time by the written mutual consent of the parties.

12. NON-EXCLUSIVE

This MoU in no way restricts NSGC or MSB from entering into similar MoUs or agreements with any other organization (which shall be consistent with article 4.5).

13. NO LEGAL RELATIONS

It is understood that each of the parties will act separately and voluntarily in the activities referred to in this MoU and that this MoU does not create any form of a contractual or other legal relationship between the parties.

14. PRINCIPAL CONTACTS AND AUTHORITIES

Only the signatories to this MoU or their designated alternates have the authority to terminate or make amendments to this MoU and they shall also be the initial contact for all communication or interaction between the parties.

IN WITNESS WHEREOF the Parties have executed this MoU as of the

SERVICE NOVA SCOTIA AND MUNICIPAL RELATIONS

Per:

Date: *April 10, 2001*

Nancy Vanstone
Executive Director
Registry Management and Operations
Service Nova Scotia and Municipal Relations

MAPPING AND SERVICES BRANCH

Per:

Date: *April 10, 2001*

Francois Faucher
Director General
Mapping and Services Branch
Natural Resources Canada

AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA,
Represented by the DEPARTMENT OF SERVICE NOVA SCOTIA AND MUNICIPAL
RELATIONS, REGISTRY AND INFORMATION MANAGEMENT AND ACTING THROUGH
THE NOVA SCOTIA GEOMATICS CENTRE (NSGC),

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
Represented by the MINISTRY OF NATURAL RESOURCES CANADA ("NRCAN") AND
ACTING THROUGH THE MAPPING AND SERVICES BRANCH ("MSB"),

FOR:

THE UPDATE OF NOVA SCOTIA'S DIGITAL ROAD NETWORK

Project Description

NSGC and Mapping and Services Branch of Natural Resources Canada (NRCan) agree to combine their efforts in order to produce and maintain the Nova Scotia Digital Road Network (NSDRN). The NSDRN will be based on a common geometric representation, which comprises data attributes according to the National Core.

The project includes the initial data capture of the NSDRN, and a three-year maintenance program.

Definitions

"*For free*" means at a price of \$0 or a very low price that essentially results in free distribution.

"National Core" means the geometry of the NSDRN and those data elements as defined in the Standards and Specifications mentioned below and in appendix A.

Standards and Specifications

The parties agree to meet the scheduling and technical requirements set out in the documents

- Updated Road Network (URN) Product Standards, January 2000;
- Updated Road Network (URN) Data Dictionary, October 2000;
- Specifications for Updating the Road Network, April 2001;
- General Rules for Acquisition of the Updated Road Network, February 2001;
- Request For Proposal (RFP): Road Network Updating – Province of Nova Scotia, 23258-019201/A, April 2001, attached as appendix B.

Any modification to the Standards and Specifications shall be mutually agreed upon by both parties.

Responsibilities

I. Collection of Data

1. NSGC is responsible for

- Jointly selecting the contractor;
- Providing road data in its possession for which it has a right to distribute to NRCan to assist in the data collection contract (initial build of NSDRN);
- Paying 15% (up to a maximum of \$21,000) of the costs of data capture for the National Core components (as referred to in the RFP documents – appendices A and B), resulting from contracts issued to the private sector by NRCan. Note this is only applicable providing the “Existing Provincial Road Data Component” of the RFP is selected by NRCan.
- Paying within 30 days of receipt of an invoice and supporting documentation any moneys owing in accordance with this Agreement.

2. NRCan is responsible for

- Managing the contract(s) for initial data collection on behalf of both parties, including: selecting the contractor, providing the source material, issuing the work specifications, providing assistance to the contractor(s), monitoring progress, inspecting the National Core and accept the deliverables resulting from contracts issued to the private sector;
- Organizing payments to the contractor(s) and managing bonuses and penalties in relation with the data collection contract;
- Data quality control of the National Core for the following aspects:
 - data integrity,
 - content inspection (data content),
 - accuracy inspection (data accuracy);
- Paying 85% of the costs of data capture for National Core components (as referred to in the RFP documents – appendices A and B), resulting from contract(s) issued to the private sector;
- Deliver the resulting data to NSGC.

II. Integration

1. NSGC is responsible for the following providing the “Existing Provincial Road Data Component” of the RFP is selected by NRCan

- Paying 100% of the costs of data integration;
- The integration of the resulting data supplied by NRCan.

2. NRCan is responsible for

- The integration of the resulting data into the CGDI Data Alignment Layer (CDAL);

III. Maintenance of Data

1. NSGC is responsible for

monitoring progress, and accepting the deliverables resulting from contracts issued to the private sector;

- Data quality control for the following aspects:
 - Data integrity,
 - Content inspection (data content),
 - Accuracy inspection (data accuracy);
- Paying 100% of the costs of the maintenance associated with the National Core for the duration of the three (3) year maintenance period.
- Delivering to NRCan updates to the NSDRN on a yearly basis in a mutually acceptable format.

Intellectual property

Each party shall retain all rights of ownership and title to its existing intellectual property. In the case of new data, the intellectual property shall remain with the contracting authority except if data already exists and for which licences may be purchased.

Moreover, each party shall ensure that it has full rights of ownership over its existing intellectual property and/or the necessary licence to provide the other party with a worldwide licence to use, distribute, modify or exchange the resulting data.

As partners in building these digital topographic datasets, NSGC and NRCan have non-exclusive worldwide license to use and distribute the resulting data and to modify or exchange it. Each party keeps its own revenues and bears its own distribution costs.

Duration and Termination

This Agreement will be effective from the date of signature by both parties and will remain in effect until the completion of the three (3) year maintenance period. A letter signed by both parties will set the official date when the three (3) year maintenance period will begin.

This Agreement may be terminated by either party upon ninety (90) days written notices to the other party.

Nonetheless, each party must fulfill obligations incumbent to activities under way at the time of termination of the agreement

Restrictions

Distribution for free on Internet will be possible for resulting data represented in a raster format only. No vector format of the resulting data shall be used. The resolution of raster images shall not exceed 150 dots per inch (dpi).

Any other distribution for free of the resulting data must be agreed upon by both parties.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the first day of June, 2001.

SERVICE NOVA SCOTIA AND MUNICIPAL RELATIONS, REGISTRY AND INFORMATION MANAGEMENT

Per: _____ Date: August 1/01
Nancy Vanstone, Executive Director,
Registry and Information Management,
Department of Service Nova Scotia and Municipal Relations

NATURAL RESOURCES CANADA

Per: _____ Date: August 8, 2001
François Faucher, Director General,
Mapping Services Branch,
Natural Resources Canada

AGREEMENT FOR THE UPDATE OF NOVA SCOTIA'S DIGITAL ROAD NETWORK

Appendix A

Updated Road Network Standards and Specifications

- Updated Road Network (URN) Product Standards, January 2000;
- Updated Road Network (URN) Data Dictionary, October 2000;
- Specifications for Updating the Road Network, April 2001;
- General Rules for Acquisition of the Updated Road Network, February 2001.

AGREEMENT FOR THE UPDATE OF NOVA SCOTIA'S DIGITAL ROAD NETWORK

Appendix B

Request for Proposal (RFP)

Road Network Updating – Province of Nova Scotia, 23258-019201/A, April 2001