

NOVA SCOTIA DIGITAL GEOGRAPHIC DATA

The "Annual Educational Data Use License Agreement" provides the Client with access to geographic digital databases for a one year period for use within their organisation. The databases include Nova Scotia Topographic Database (NSTDB) and the Nova Scotia Property Records Database (NSPRD) digital products, hereinafter referred to as the "Data" as identified in Appendix "A" attached, as currently distributed by the Nova Scotia Geomatics Centre on behalf of the Province of Nova Scotia.

Annual Educational Data Use License Agreement

*between the Province of Nova Scotia
as represented by the Service Nova Scotia & Municipal Relations
hereinafter referred to as the SNSMR
and*

INSERT EDUCATIONAL INSTITUTION NAME HERE

hereinafter referred to as the Client

Draft

Terms and Conditions of Annual Educational Data Use License Agreement

1.0 OWNERSHIP

- 1.1 The Client acquires only the right to use the specified Data whilst this Agreement is in effect and does not acquire any rights of ownership to the Data obtained under the terms of this Agreement.
- 1.2 Copyright of the Data shall at all times remain the property of the Province of Nova Scotia.
- 1.3 The copying, exchange, sale or release of the information (in part or whole, or other derived forms or hardcopy versions) for any purpose other than that stated in this Agreement cannot be undertaken without prior notification and written authorization of the SNSMR. Furthermore, the information may not be used to create a database in electronic or other format for the purposes of data aggregation or external dissemination (otherwise than for internal archival use by the Client); or for the purpose of commercial resale of the information or components thereof contained in the Data.
- 1.4 The Client may modify, adapt and create derivative works based on the Data. Notwithstanding such permission, the Client shall have ownership and copyright of elements added. Elements of original data modified, adapted or derived from the Data shall be and remain the property of the SNSMR and be subject to the terms of this Agreement.
- 1.5 The SNSMR reserves the right to modify and/or update the Data without obligation to notify the Client.

2.0 ACCESS AND SECURITY OF THE DATA

- 2.1 The Data shall be accessible in any one of the supported data distribution formats including NTX, DXF, E00 or MIF/MID.
- 2.2 Requests for Data by the Client shall be limited to one (1) request for provision of Data per term of this Agreement.
- 2.3 Access to the Data shall be limited to the Client's administrative staff, faculty and currently registered students.
- 2.4 The Client Contact Person, as identified in 6.2 of this Agreement, shall be responsible for distribution of the Data, questions about use, and security within the Client's organisation.
- 2.5 The Client shall be responsible for providing or acquiring any software(s) necessary for users to identify, view and/or download files.
- 2.6 The Client shall ensure that the Data is archived on a secure server at the Client location as to allow authorized access and retrieval of the spatial files under license and to provide the level of security required by the agreement.
- 2.7 The Client shall ensure that a protocol is in place whereby all authorized users, as identified in 2.3 of this Agreement, agree to the "Terms and Conditions of Annual Educational Data Use License Agreement", as prescribed by this license agreement, as a mandatory preliminary step to access and/or retrieval of

the Data. Acceptance of the terms and conditions of this Agreement would be deemed accepted by the user upon signature of an SNSMR approved agreement between the Client and the authorized user, as identified in 2.3 of this Agreement.

- 2.8 The Client shall maintain proper accounts and records of the following information: 1) name of the the authorized user who receives the Data 2) description of the Data provided and 3) date that the Data was provided
- 2.9 The records and Agreements, as identified in 2.7 and 2.8 of this Agreement, shall be made accessible and open for inspection, upon request by the SNSMR.

3.0 LIABILITY

- 3.1 The SNSMR makes no warranties, express or implied, with respect to the accuracy, completeness, merchantability or fitness for a particular purpose of the Data.
- 3.2 The SNSMR shall not be liable nor have any liability to the Client or any other person or entity for any direct, indirect or incidental, special or consequential damages whatsoever, including but not limited to loss of revenue or profit or savings, lost or damaged data, costs (including legal fees), or for claims by a third party as a result of using the Data.

4.0 RESTRICTIONS ON USE

- 4.1 Data accessed through this Agreement will be used by the Client for educational purposes only and may not be used for any commercial activities or financial gain.
- 4.2 Data use shall be limited to regular curriculum studies.
- 4.3 Data shall not be used in such a manner as to compete with or disadvantage any private sector company.
- 4.4 The Client is prohibited from redistributing or reselling the Data. The Client is limited to using the information for the purpose identified in this Agreement, and this may only be amended with the approval of the SNSMR.
- 4.5 The Client shall not sell, loan, rent, lease, sublicense or transfer the Data to any other educational institution or organisation without the specific prior written approval of the SNSMR.
- 4.6 The use of the information provided by the Data to identify and/or solicit individuals or organisations for purposes not related to property transactions or the management of resources located on the property(s), is strictly prohibited.
- 4.7 The Client agrees that the SNSMR may, upon written request to the Client, examine the Client's materials and records relating to use of the Data accessed under this Agreement.

NOVA SCOTIA DIGITAL GEOGRAPHIC DATA
Annual Educational Data Use License Agreement

Draft

5.0 DEFAULT/TERMINATION/RENEWAL

- 5.1 The Client will be subject to a financial penalty for breaching any of the terms of this Agreement with respect to unauthorized use of the information and/or copyright infringement as identified in Sections 1 and 4. This financial penalty will consist of a sum of \$1000 plus \$100 per day for each day the Client remains in default of the relevant terms of the Agreement. The financial penalty will also include an amount equal to the profits made by the Client from any such breach in the terms of the Agreement. The financial penalty shall be payable to the SNSMR.
- 5.2 Such financial penalty shall be subject to notification of the Client of any perceived breach of the Agreement and shall only be applied after mutual resolution of the breach fails.
- 5.3 The Client shall take appropriate action against any authorized user who violates the terms of this Agreement and provide written confirmation of such action to the Province's Contact Person, as identified in 6.1 of this Agreement.
- 5.4 The SNSMR may terminate this Agreement at any time if the Client is in breach of any term(s) contained herein.
- 5.5 The Client may make application to the SNSMR for renewal of this Agreement. Renewal shall be at the sole discretion of the SNSMR.
- 5.6 Upon termination or upon non-renewal of this Agreement, the Client shall destroy all the Data licensed under this Agreement and shall discontinue use of any of the Data within the Client's organisation and provide written confirmation of same to the Province's Contact Person, as identified in 6.1 of this Agreement.

6.0 CONTACT PERSON(S)

- 6.1 The Province's Contact Person for resolution of issues relating to this License Agreement shall be:

Name	Kevin Legere, Digital Data Distribution
Address	Nova Scotia Geomatics Centre 160 Willow Street Amherst, Nova Scotia B4H 3W5
Phone	(902) 667-6407

- 6.2 The Client Contact Person for resolution of issues relating to this License Agreement shall be:

Name	EDUCATIONAL INSTITUTION CONTACT
Address	EDUCATIOANL INSTITUTION
Phone	EDUCATIOANL INSTITUTION

7.0 ENTIRE AGREEMENT

- 7.1 This Agreement, including without limitation any attachments hereto, whether attached as of this date hereof or otherwise in accordance with this Agreement, constitutes the entire Agreement between the parties with respect to the use of the Data and supersedes all previous Agreements or understandings between the SNSMR and the Client hereto whether written or oral, in connection with or incidental to the licensing of the Data.
- 7.2 This Agreement shall be binding upon the parties hereto and each of their executors, administrators, successors and assigns and shall inure to the benefit of such executors, administrators, successors and authorized assigns.
- 7.3 This Agreement cannot be varied by any oral representation or oral Agreement between the Client and the SNSMR. Any variation of the Agreement must be reduced to writing and signed and agreed by all parties before it is to have any force and effect.
- 7.4 The existence and content of this Agreement and any amendments are considered to be public information.
- 7.5 This Agreement will be in effect on the date of the Client's authorized signature on the Agreement and will be in effect for a 12 month period:

Authorized Signature (Client)

Name _____
 Title _____
 Date _____

Authorized Signature (SNSMR)

Name _____
 Title _____
 Date _____

Annual Educational Data Use License Agreement

The "Annual Educational Data Use License Agreement " provides the Client with access to the Nova Scotia Topographic Database (NSTDB) and Nova Scotia Property Records Database (NSPRD) digital map products as currently distributed by the Province of Nova Scotia, as represented by the Service Nova Scotia and Municipal Relations, hereinafter referred to as the SNSMR . Corporate digital database products, as described below, will be accessible by the Client for use within their organization as per the terms and conditions of the "Annual Educational Data Use License Agreement".

NOVA SCOTIA DIGITAL GEOGRAPHIC DATA

Draft

NSTDB / NSPRD map products available to the Client under the terms of this Agreement:

1:10 000 Display Scale Map Series

Covering the entire province using ATS77 datum and a 3° MTM projection, this dataset includes buildings, designated areas, waterways, roads and railways, utilities, land cover, etc. Contours and Digital Elevation Models (DEM) also available.

1:5000/1:2000/1:1000 Display Scale Map Series

This dataset covers selected urban areas in the Province using ATS77 datum and 3° MTM projection and offers a greater detail than the 1:10 000 display scale.

1:500 000 Nova Scotia Planimetric

Covering the entire province using NAD27 datum and a 6° UTM projection, this dataset contains information on major hydrology (water) and transportation networks, county boundaries, reference place names, and town dot symbols.

1:50 000 NTS Map Series

Covering the entire province using NAD83 datum and a 6° UTM projection, this dataset includes hydrographic features, transportation networks, railways, utilities, and contours. No text or political boundaries are available.

NOVA SCOTIA DIGITAL GEOGRAPHIC DATA (CONT'D)

Nova Scotia Addressed Roads Database - map of Nova Scotia containing centerline roads with address ranges (left and right address ranges) and street names (most common, DOT name and other), non-addressed roads, GSA (General Service Areas) and major hydrography. Map stored as Lat/long ATS77 (wgs72) and is available in Arc Shape and MapInfo formats.

NOTE: *The Nova Scotia Addressed Roads Database was completed in 1999 and is derived from a number of existing hard copy and digital sources. Errors and omissions exist.*

Digital Property Map Series

The Digital Property Map Series includes property lines and ownership information, and covers the entire province. Property map files are accessed by management unit, each contains 1500 to 2000 properties, and displays the area, configuration, and location of properties. A separate tabular database provides ownership information.