



## **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 Appendix "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 RMO 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

### DATA LICENSE AGREEMENT

THIS AGREEMENT dated the **day<sup>th</sup>** 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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**Program / Service**

**2008 Rate**

Information Technology Services  
Information Management  
Surveys and Mappings

Digital Data - Handling Fee /hr.	\$88.00
Renewal of Existing License for a new project	\$88.00

**Hard Copy Map/Publication Fees;**

36' wide computer plot, paper	\$17.00
36' wide computer plot, Mylar	\$52.00
Survey control book	\$170.00
General Use Map colour, paper (regional)	\$11.00
General Use Map colour, paper (urban area)	\$11.00

**Electronic Media/Materials fees;**

CD-Rom	\$88.00
Internet File transfer (FTP)	\$29.00
Internet email (up to 6 megabyte per email)	\$29.00

**Customization Fees/Electronic File Translation**

Production of customized map or data /hr CAD or GIS file	\$88.00
	\$29.00

**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	\$29.00
Aerial Ortho-photograph, jpg format (6mb size limit)	\$88.00
Road Centreline Graphics	\$2,850.00
Road Centreline Graphics with Street names	\$5,700.00
Road Centreline Graphics with attributes	\$22,700.00
Topographic 1:2,000 scale (full coverage)	\$22,700.00
5.1 Hydrograph only	\$2,950.00
5.2 Culture only	\$3,970.00
5.3 Transportation only	\$3,970.00
5.4 Vegetation only	\$2,950.00
5.5 Altimetry only	\$2,950.00
5.6 Utilities	\$2,950.00

**Electronic CAD File order;**

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

# of File:	Cost	w/tax
1	\$146.00	\$164.98
2	\$175.00	\$197.75
3	\$204.00	\$230.52
4	\$233.00	\$263.29
5	\$262.00	\$296.06
6	\$291.00	\$328.83
7	\$320.00	\$361.60
8	\$349.00	\$394.37
9	\$378.00	\$427.14
10	\$407.00	\$459.91
11	\$436.00	\$492.68
12	\$465.00	\$525.45
13	\$494.00	\$558.22
14	\$523.00	\$590.99
15	\$552.00	\$623.76

1 Paper Print	
	\$17.00
gst	\$0.85
pst	\$1.36
total	\$19.21

2 Paper Prints	
	\$34.00
gst	\$1.70
pst	\$2.72
total	\$38.42

3 Paper Prints	
	\$51.00
gst	\$2.55
pst	\$4.08
total	\$57.63

4 Paper Prints	
	\$68.00
gst	\$3.40
pst	\$5.44
total	\$76.84

## Supplement ...

The policy states, "Fees are generally based on dissemination costs only and do not include the cost of acquiring, developing or maintenance of the original data. In specific circumstances, the City may waive fees."

In the context of this policy, the City recognizes four types of clients:

Category A, internal municipal clients; Category B - external municipal clients; Category C - external groups needing data for specific projects; and Category D- external groups wishing to commercially market the data.

Category A clients are not charged for data and rarely require a license agreement. Category B clients are charged a fee to reflect the staff resources consumed in the preparation of the data and sometimes require a license agreement. Category C clients are usually charged the same fee as Category B clients and must also enter into a signed data license agreement naming a specific project or use. Category D clients are expected to pay a fair market rate for any data they want to commercialize.

For all requests it is expected that the client can demonstrate a legitimate use of the data. Merely 'wanting' the data may not qualify as legitimate. This provision ensures that staff resources are not unduly expended on frivolous requests. Additionally, the license must refer to a specific project or use as this helps the City track how the data is being used and by whom.

Category 'C' includes clients such as architects and engineers, developers, surveyors and members of the general public. A request for data includes a fee for staff time (\$88 per hour), a nominal fee for each individual data file (\$29) and a fee for either a CD or email transmission (\$29). An architect, for example, may wish to purchase two electronic sheets of mapping to aid in site design for a new building project. The data will cost 2 x \$29 for the two files, 1 hour of labour at \$88 and 1 email at \$29 plus any applicable taxes. They will then be expected to sign a data license agreement entitling them usage of the data for this one specific project.

It should be said that each sheet of 1:2000 scale data costs \$2000 - \$3000 to produce. The \$29 per sheet (or electronic file) merely makes up part of the fee schedule and is in no means any attempt at cost recovery. The \$29 per file has been factored into the dissemination fee to discourage requests such as "all electronic files for the entire city". This type of request would be considered exorbitant and most probably wouldn't serve as a legitimate request. This type of request would have to be evaluated on its own merits as a bonafide request. For different sizes of geographic data orders, be it one electronic file, twenty or two hundred, this fee schedule, strives to calculates a fair and reasonable rate for geographic data dissemination. It collects a fee to compensate the City for preparing the data as per the policy and discourages nuisance requests.

It should be noted that the City of Ottawa makes most geographic data available on its web site through the interactive web map. Anecdotally, 95% of geographic data requests from the general public are well served by the site. Individuals not comfortable with computer technology account for one half of the remaining requests. This group can usually be assisted with an interactive telephone conversation that may result in a hardcopy paper map sent to them through the mail. The

remaining requests are usually for digital geographic data in a format not available on the web site. These requests are evaluated individually based on their merits as legitimate requests and the client can either elect to pay the fee specified or request that the fee be waived.

The fee structure can be waived for any Category C client. It is encouraged that members of the general public, at least those that have the ability to manipulate this type of technical data, receive the data that they require in order to further their work benefiting the City within their community. When clients do not have the ability to manipulate this type of data themselves but can demonstrate a legitimate use for such data, assistance, within reason, is given.

Why isn't all geographic data in its 'raw' form stored on the City's web site for possible download. There is a tremendous cost associated with storing data on-line. Further more, it would only serve a very small and select group of individuals, i.e. those with expensive software, computing power and specialized skills to be able to manipulate the data. This group of individuals would be well within their rights to request digital geographic data from the City and they can expect to either pay a nominal fee for it or receive it free of charge so long as they can demonstrate both a legitimate reason to have the data and a reason to expend staff resources preparing the data. The corollary is possibly true, that the dissemination of raw geographic information on the web would be detrimental and confusing to the majority of people on the web site.

If there are any questions or comments about the City's Data Dissemination Policy, please do not hesitate to contact me by telephone at (613)580-2631 or email at [stephen.perkins@ottawa.ca](mailto:stephen.perkins@ottawa.ca)

Stephen Perkins, O.L.S.  
City Mapper  
City of Ottawa