
SECTION 4
GEOGRAPHIC INFORMATION SYSTEMS (GIS) DATA

4.01 POLICY STATEMENT

AUTHORITY: EXECUTIVE COUNCIL

ADMINISTRATION: GIS COORDINATING COMMITTEE

4.01 POLICY STATEMENT

1.0 BACKGROUND

- 1.1 Geographic information systems (GIS) technology can be used for scientific investigations, land use, and development planning. For example, a GIS might allow emergency planners to easily calculate emergency response times in the event of a natural disaster, to find wetlands that need protection, to conduct precision farming, to optimize snowplow routes, or to conduct market analysis for business development.
- 1.2 In the last decade the Provincial Government has invested extensively in GIS projects to address the administration and management of property, infrastructure, and natural resources.
- 1.3 Through this work a significant amount of GIS based data has been assembled by several departments across government. This data represents a valuable asset to government and demand for access to this data from organizations and enterprises outside of government has grown steadily.
- 1.4 A GIS Coordinating Committee has been established to explore the opportunities to improve the delivery and management of GIS services within government and to explore ways to deliver GIS data to interested stakeholders outside of government in an efficient and appropriate manner.

2.0 OBJECTIVE

- 2.1 These policies will establish a framework for the stakeholders within government and outside government to work collaboratively with respect to the development, use and adoption of GIS applications and tools.

3.0 APPLICATION OF POLICY

- 3.1 This policy applies to Departments or Reporting Entities which are designated as stewards or have maintenance responsibilities for the GIS data as outlined in Section 13 and Attachment 4.01-I of this policy.

4. POLICY APPROVAL/AUTHORITY

- 4.1 This policy was approved by Executive Council Decision #D2002-526 (December 4, 2002) and Treasury Board Minute # 438/02. The pricing schedule and department names were amended by Treasury Board Minute #91/09 (May 13, 2009).

5.0 THE ROLE OF GOVERNMENT

- 5.1 The GIS related data created or purchased by the Provincial Government is owned by the Provincial Government. It is the responsibility of government to maintain the integrity and accuracy of this data.
- 5.2 The Provincial Government will participate in initiatives external to the Province that present opportunities and are deemed to be in the best interest of advancing the capabilities of GIS for the Province.
- 5.3 Where appropriate, departments will make available to clients their GIS related data. Services provided will be restricted only to the extent required to extract the data or to format the data on an appropriate medium for delivery to the client. Exceptions may be made where the private sector is unable to provide the services.
- 5.4 Where appropriate and in keeping with existing government policies, efforts will be made to reference cross-departmental requests for GIS services to the private sector.
- 5.5 Fulfillment of requests for GIS information of a sensitive nature that may be used for purposes deemed inappropriate will be at the sole discretion and authority of the Deputy Minister of the department designated as the steward of the information as outlined in Attachment 4.01-I.
- 5.6 An objective of government business is to encourage industry and economic development for the Province. Departments should endeavor to provide opportunity for private sector bidders to participate in government business. Participation in GIS related projects should be encouraged through a competitive process; respecting the basic principle of obtaining the best value for the province.

6.0 THE ROLE OF THE GIS COORDINATING COMMITTEE

- 6.1 The Committee's mandate is to:
- coordinate information sharing and large GIS projects
 - identify potential GIS projects for both public and private sector
 - recommend an overall Government policy on GIS which would outline policy issues concerning the utilization of a central GIS database including:
 1. Base data standards
 2. Data inventory and sharing
 3. Warehousing
 4. Base map updating or assembly of layers
 - recognize the potential for economic development
- 6.2 The GIS Coordinating Committee will:

4.01 Policy Statement

- consider any future amendments to policies and pricing deemed appropriate and sponsor the necessary adjustments to the Strategic Planning Committee and Treasury Board when required.
- Sponsor any policy or pricing adjustments
- coordinate any GIS activity that may be considered of significance across government
- ensure that the policy guidelines and pricing schedule set out in this document is adhered to across government
- maintain a contact list of department liaisons and an inventory list of all government GIS data.

7.0 THE ROLE OF THE PRIVATE SECTOR

- 7.1 Private sector providers of GIS services may be provided government's GIS related data where it is appropriate, subject to the fees as outlined in Attachment 4.01-I.
- 7.2 Individuals or organizations that request data from the Province for their own use will be provided the data based on the price list outlined in Attachment 4.01-I.

8.0 BASE DATA STANDARDS

Recognizing the historical inventory of land data, the Province will strive to comply with the following standards.

- 8.1 The Province of Prince Edward Island adopts as an official survey and mapping reference system the North American Datum of 1983 as realised through the Canadian Spatial Reference System (NAD83 CSRS), projected onto a plane surface by using the stereographic double projection method, effective January 1, 2003.
- 8.2 Standards will be consistent with The Land Survey Act.

9.0 USES OF DATA

Uses of data can be categorized as follows:

- 9.1 *General use* - data provided to any individual or organization that uses the data for their sole consumption and not for re-sale or redistribution. Licensing shall be defined through the *standard end-users agreement* (Attachment 4.01-II).
- 9.2 *Education, Research & Development* - data provided to any individual or organization that uses the data as learning material, for research and development. Licensing shall be defined through the *Education, Research & Development agreement* (Attachment 4.01-II).
- 9.3 *Enhanced Value* - The data would be provided to a company who would use it for the

purposes of resale or redistribution in providing a service to a third party. Licensing shall be defined through an agreement developed on a case by case basis.

10.0 PRICING

- 10.1 A pricing schedule outlining what GIS data is available for distribution is outlined in Attachment 4.01-I. The most recent pricing list has been approved by Treasury Board Minute TB#91/09 (May 13, 2009).
- 10.2 The calculation for pricing of GIS data is based on supporting a sustainable program to maintain and enhance the data when value is recognized in doing so.
- 10.3 The pricing for distribution of GIS data is to cover the costs for the media and the technician's time to extract, format, and copy the data.
- 10.4 Pricing for data provided for enhanced value purposes will be determined by the value the opportunity provides for the province and will be assessed on a case by case basis.

11.0 DISTRIBUTION

- 11.1 A central presence will be established on the provincial web site outlining what GIS data is available for distribution and will include the pricing schedule, contact information, licensing terms, exemption of liability clauses and other relevant information to clients.
- 11.2 Best efforts will be made to integrate the no-charge GIS data with the current mapping services provided through the provincial web site.
- 11.3 Larger data sets will be made available on-line through a central File Transfer Protocol (FTP) site with secure access provided to qualified clients.
- 11.4 The extraction of GIS data to physical media (CD or hard copy) for distribution will be provided by the departments designated in the pricing schedule as the steward of the data requested.

12.0 LICENSING AND LIABILITY TERMS

- 12.1 General terms and conditions under which GIS data will be provided are attached in Attachment 4.01-II. These terms and conditions reflect commonly accepted practices for the Province.

- 12.2 All hard copy or electronically delivered maps provided to clients by provincial departments will have the following disclaimer highlighted:

WAIVER OF LIABILITY (LONG FORM)

The user understands, acknowledges and accepts that the data herein, whether provided orally, electronically or in any other manner (hereinafter referred to as "data"), may have been obtained from a number of sources, government and non-government; that the data may be incomplete, inaccurate or in error; and that conditions and circumstances may have changed since the collection of the data thereby affecting the reliability of the data.

Interpretation and use of the data herein is not warranted in any manner whatsoever, now or at any time in the future, by the Province of Prince Edward Island [and/or other appropriate agency].

The user of data herein does so on the understanding and agreement that the Province of Prince Edward Island [and/or other appropriate agency] is not responsible whatsoever for any loss, damage or failure, however and in whatever manner incurred, attributable to any use whatsoever of the data or to any action taken or not taken resulting from the data herein; and without limiting the generality of the foregoing, the Province of Prince Edward Island [and/or other appropriate agency] is not responsible whatsoever for any failure to achieve results desired by the user of data herein, for corruption or loss of other data and/or software of the user, for any misinterpretation of the data herein, or for any loss, damage or failure attributable to any use whatsoever of the data herein.

WAIVER OF LIABILITY (SHORTER FORM)

The user of the _____ herein provided (hereinafter referred to as "data"), accepts and agrees that the data may be incomplete, inaccurate or in error; that the Province of Prince Edward Island [and/or other appropriate agency] does not warrant the data and is not responsible whatsoever for any loss, damages attributable to any use whatsoever of the data.

WAIVER OF LIABILITY (SHORTEST FORM)

The user of the _____ herein ("data") accepts and agrees that the data may be incomplete, inaccurate or in error; and that the Province of Prince Edward Island [and/or other appropriate agency] is not responsible whatsoever for any loss, damage or failure attributable to any use of the data.

13.0 ACCOUNTABILITY

13.1 Departments designated as Stewards of GIS data will:

1. assign an individual responsible for the data and as prime contact to communicate and liaise with other stakeholders on matters pertaining to GIS.
2. periodically review pricing and policies regarding GIS data distribution and sponsor submissions to the GIS coordination committee with regard to any amendments deemed appropriate.

13.2 Departments designated as maintenance of GIS data will:

1. assign an individual responsible for the maintenance of the data and as prime contact to communicate and liaise with other stakeholders on matters pertaining to GIS.
2. ensure the data is maintained in a secure environment. Manage this environment and the data in a manner that will ensure it is accurate and as up to date as possible.
3. ensure the data is formatted consistent with the standards set out in this policy guide.
4. execute the licensing agreements and invoicing with qualified clients on behalf of the Province.
5. manage the distribution of the data and fees collected for such distribution.
6. provide to the provincial web site management team any and all materials and information required to be contained in the central presence on the website.

13.3 The provincial web site management team will:

1. assign an individual responsible for the maintenance of the GIS presence on the provincial web site and as a contact to communicate and liaise with other government stakeholders on matters pertaining to GIS;
2. maintain the departmental contact list and inventory list of all government GIS data available to the public;
3. develop and manage the GIS presence on the provincial web site; and
4. work best efforts to integrate the no-charge GIS data with the current mapping services provided through the provincial web site.

DIGITAL GIS PRODUCTS

FREE GIS PRODUCTS				
	DATA LAYERS	STEWARD (Note 1)	MAINTENANCE	DATA FORMATS (Note 2)
1	1:1000 Index	Dept. of PT	Dept. of PT	NTX
2	1:1250 Index	Dept. of PT	Dept. of PT	NTX
3	1:2000 Index	Dept. of PT	Dept. of PT	NTX
4	1:2500 Index	Dept. of PT	Dept. of PT	NTX
5	1:5000 Index	Dept. of PT	Dept. of PT	NTX
6	1:10000 Index	Dept. of PT	Dept. of PT	NTX
7	1:15000 Index	Dept. of PT	Dept. of PT	NTX
8	1:50000 Index	Dept. of PT	Dept. of PT	NTX
9	LRIS 1985 Basemap/1:1000 (Summerside)	Dept. of PT	Not Being Maintained	NTX
10	LRIS 1991 Basemap/1:2000 (Charlottetown and Area)	Dept. of PT	Not Being Maintained	NTX
11	Ambulance Coverages	Dept. of CCAL - 911	Dept. of PT	NTX
12	Police Coverages	Dept. of CCAL - 911	Dept. of PT	NTX
13	Fire Coverages	Dept. of CCAL - 911	Dept. of PT	NTX
14	Fire Districts	Dept. of PT	Dept. of PT	NTX
15	Emergency Service Zones	Dept. of PT	Dept. of PT	MID/MIF
16	Civic Address Centreline Road Network	Dept. of PT	Dept. of PT	MID/MIF
17	Master Street Address Guide	Dept. of PT	Dept. of PT	MS ACCESS
18	Civic Address Communities	Dept. of PT	Dept. of PT	MID/MIF
19	Civic Address Coordinates	Dept. of PT	Dept. of PT	MS ACCESS
20	Coastline	Dept. of PT	Dept. of PT	NTX
21	County Lines	Dept. of PT	Dept. of PT	NTX
22	School Districts	Dept. of EECD	Dept. of PT	NTX
23	School Units	Dept. of EECD	Dept. of PT	NTX
24	English School Electoral Units	Elections PEI	Dept. of PT	NTX

FREE GIS PRODUCTS				
	DATA LAYERS	STEWARD (Note 1)	MAINTENANCE	DATA FORMATS (Note 2)
25	French School Electoral Units	Elections PEI	Dept. of PT	NTX
26	Federal Electoral Districts	Elections CAN	Dept. of PT	NTX
27	Provincial Electoral Districts	Elections PEI	Dept. of PT	NTX
28	Old Electoral Districts	Elections PEI	Dept. of PT	NTX
29	Provincial Polling Divisions	Elections PEI	Dept. of PT	NTX
30	Toponymy Names	CGNDB	Dept. of PT	NTX
31	Waste Management Tax Areas	Island WasteWatch Corporation	Dept. of PT	NTX
32	Wildlife Management Areas	Dept. of EEF	Dept. of EEF	NTX
33	Health Regions Electoral Districts	Elections PEI	Dept. of PT	NTX
34	Health Regions	Dept. of Health	Dept. of PT	NTX
35	Provincial Parks	Dept. of Tourism	Dept. of PT	NTX
36	Regional Services Centre Districts	Dept. of CCAL	Dept. of PT	NTX
37	Special Planning Areas	Dept. of CCAL	Dept. of PT	NTX
38	Parishes	Dept. of PT	Dept. of PT	NTX
39	Lot/Townships	Dept. of PT	Dept. of PT	NTX
40	Pre-Amalgamated Municipal Boundaries	Dept. of CCAL	Dept. of PT	NTX
41	Municipal Boundaries	Dept. of CCAL	Dept. of PT	NTX
42	Prov. LRIS 1985 Basemap 1:10000	Dept. of PT	Not Being Maintained	NTX
43	1900 Forest Outline	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
44	1935 Forest Outline	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
45	1980 Forest Outline	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
46	1990 Forest Outline	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
47	2000 Forest Outline	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
48	1997 Agriculture Outline	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
FREE GIS PRODUCTS				

	DATA LAYERS	STEWARD (Note 1)	MAINTENANCE	DATA FORMAT (Note 2)
49	1935 Air Photo Index	Dept. of EEF	Dept of EEF	SHP/MID/MIF
50	1958 Air Photo Index	Dept. of EEF	Dept of EEF	SHP/MID/MIF
51	1974 Air Photo Index	Dept. of EEF	Dept of EEF	SHP/MID/MIF
52	1980 Air Photo Index	Dept. of EEF	Dept of EEF	SHP/MID/MIF
53	1997 Air Photo Index	Dept. of EEF	Dept of EEF	SHP/MID/MIF
54	2000 Air Photo Index	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
55	Forest Management Districts	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
56	2000 Orthomap Index	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
57	Agriculture Districts	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
58	2000 Coastline Boundary	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
59	Bridge Structures	Dept. of TPW	Dept. of TPW	SHP
60	Survey Monuments	Dept. of TPW	Dept. of TPW	SHP/ASCII Delimited
61	National Road Network	Dept. of TPW	Dept. of TPW	SHP/KML/MIF
62	PEI Watershed Boundaries	Dept. of EEF	Dept. of EEF	MID/MIF
63	Confederation Trail Inventory	Dept. of TPW	Dept. of TPW	SHP
64	PEI 2000 Compressed Orthomaps	Dept. of EEF	Dept. of EEF	ECW/MRSID
65	General PEI Layer	Dept. of PT	Dept. of PT	NTX
66	2 Metre Contours	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
67	Frost Map (partial coverage)	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
68	Soils Dataset	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
69	1935 Forest Inventory	Dept. of EEF	Dept. of A&F	SHP/MID/MIF
70	1980 Forest Inventory	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
71	1990 Wetland Inventory	Dept. of EEF	Dept. of EEF	MID/MIF
72	2000 Wetland Inventory	Dept. of EEF	Dept. of EEF	MID/MIF
73	Updated Road Network	Dept. of TPW	Dept. of TPW	SHP/KML/GML
74	1958 Forest Inventory	Dept. of EEF	Dept. of EEF	SHP/MID/MIF
75	1990 Wetland Inventory	Dept. of EEF	Dept. of EEF	MID/MIF
PEI DIGITAL GIS PRICE LIST				

	DATA LAYERS	STEWARD (Note 1)	MAINTENANCE	PARTIAL EXTRACTION PRICE	PROVINCIAL COVERAGE	DATA FORMAT (Note 2)
1	PEI Property Lines	Dept. of PT	Dept. of PT	.25 cents/PID	\$12,500.	NTX
2	PEI Property Assessment Data (Textual)	Dept. of PT	Dept. of PT	.25 cents/PID	\$12,500.	ASCII Delimited
3	2000 Resource Inventory	Dept. of EEF	Dept. of EEF	3 cents/hectare	\$17,018.	SHP/MID/MIF
4	LIDAR Digital Elevation Model	Dept. of EEF	Dept. of EEF	\$10.00/sq. Km	\$57,540	ESRI ASC

Note 1: Stewards

CCAL	Communities, Cultural Affairs & Labour
EECD	Education & Early Childhood Development
EEF	Environment, Energy & Forestry
PT	Provincial Treasury
TPW	Transportation & Public Works

Note 2: Data Formats

CARIS EXPORT	ESRI EXPORT	MAPINFO EXPORT	TEXTUAL DATA	RASTER IMAGE
NTX	SHP	MID/MIF	MS ACCESS / ASCII DELIMITED	MRSID/ECW/ ESRI ASC

NOTE 3: DISTRIBUTION COSTS		
DATA	MEDIUM	PRICE
Free Digital Data	Internet	Free to download
Free Digital Data Priced Digital Data	CD/DVD	\$25.00 minimum charge, if customization is required a charge of \$75.00/hour will apply whichever is greater.
Free Digital Data Priced Digital Data	Hardcopy	\$10.00 minimum charge, if customization is required a charge of \$75.00/hour will apply.
Priced Digital Data	Internet	System not in place

NOTE 4: LICENSE AGREEMENT
<p>All purchasers of digital data must sign a license agreement whereby the purchaser confirms that the Provincial Government of P.E.I. is not legally responsible for the data and that the data will not be resold by the purchaser. (Attachment 4.01-II)</p>



Government of Prince Edward Island
PO Box 2000, Charlottetown, PE C1A 7N8

License No.:

LICENSE AGREEMENT FOR GIS DATA

_____ (“Licensee”) hereby acknowledges, accepts and agrees, and the Province of Prince Edward Island (“P.E.I.”) hereby grants to the Licensee a license hereinafter attached to this Agreement and titled, “_____” (“Attachment 4.01-I”), to use the GIS related data (“Supplied Data”) on the following terms and conditions:

1. The Licensee acknowledges and agrees that all Supplied Data provided to the Licensee, regardless of the date of delivery, shall be subject to the terms and conditions stated in this Agreement.
2. All requests for Supplied Data shall quote the number of this Agreement.
3. The fees payable for Supplied Data shall be at the rates as may be set out in Attachment 4.01-I.
4. Attachment 4.01-I shall form part of this Agreement.
5. The Licensee is granted a non-transferable and non-exclusive license to use the Supplied Data pursuant to the terms of this Agreement and for the duration of the term set out in Attachment 4.01-III (Schedule A).
6. The Licensee shall use the Supplied Data only for the Licensee's own internal purposes, described more particularly in Attachment 4.01-III (Schedule A), and also in accordance with this Agreement. The Licensee may share the Supplied Data with third parties if necessary for the reasonable use of the Supplied Data relating to the Licensee's own internal purposes.
7. In view of the dated nature of the Supplied Data, the Licensee shall confirm with P.E.I. whether later versions of the Supplied Data are available before making use of the Licensee's copy of the Supplied Data.
8. Other than as may be permitted in clause 6 of this Agreement, redistribution of the Supplied

Data by the Licensee in whole or in part and whether alone or as part of the value added product, shall only occur upon the prior written authorization of P.E.I..

9. The Licensee agrees that:
 - (a) The Supplied Data and each part thereof, any formatting or presentation thereof, any storage thereof, any storage media on which it is provided, and any communication of any kind incidental or related thereto, is provided to the Licensee by P.E.I. without warranty, representation or condition as to the stated matters and as to any other matter, including but not limited to whether the Supplied Data and storage media is correct, accurate, or free from error, defect, danger or hazard, and to whether the Supplied Data is otherwise useful, suitable or fit for any use or purpose the Licensee may make of it.
 - (b) The Supplied Data, any related communication and any storage media are provided without liability to P.E.I. or to the Crown, or to their respective directors, officers, employees and agents, for loss of any kind that the Licensee may sustain for any reason.
10. The Licensee hereby releases, discharges, indemnifies and holds harmless P.E.I. and the Crown, and their respective directors, officers, employees and agents, from any and all claims, obligations, losses, actions, rights of action and damages (damages that are direct, indirect, consequential or otherwise), including same arising from negligence or omission on the part of P.E.I. or the Crown, or their respective directors, officers, employees and agents, and including (but not limited to) in connection with the preparation of, or provision to or use by the Licensee of the Supplied Data or any storage media and also in connection with any other dealing, activity or occurrence in respect of the Supplied Data or storage media.
11. All hard copy or electronically delivered maps provided to the Licensee by P.E.I. shall have a disclaimer and Waiver of Liability highlighted thereon, and such disclaimer and Waiver of Liability shall operate in addition to, not in substitution for, all disclaimers and waivers of liability stated in this Agreement.
12. P.E.I. has, and shall continue to have, the absolute right, privilege and entitlement to make any use, any disclosure to any person, any application or retention, and any other handling of or dealing with the Supplied Data as P.E.I. sees fit and in any format and storage media as P.E.I. sees fit, and nothing in or arising from this Agreement shall in any way limit, restrict or impinge upon the rights, privileges and entitlements of P.E.I..
13. Nothing in this Agreement shall reduce, diminish or terminate the ownership of or copyright in the Supplied Data and in the storage media, or in its compilation or arrangement in P.E.I., and in any of P.E.I.'s analyses, programs, systems, software and formatting in the Supplied Data or the storage media.
14. This Agreement shall not be assigned in whole or in part by the Licensee or by operation of law without the prior written consent of P.E.I..

15. A facsimile signature shall be as effective as an original signature. P.E.I. may assign and notate its rights and obligations under this Agreement to a third party without the consent of the Licensee.
16. This Agreement shall terminate:
 - (a) On seven (7) days notice by P.E.I. to the Licensee for failure by the Licensee to pay any fees pursuant to this Agreement.
 - (b) On thirty (30) days notice by P.E.I. to the Licensee for breach of this Agreement not remedied within the thirty (30) day notice period.
17. Upon termination or expiry of this Agreement and on P.E.I.'s written request, all Supplied Data shall be returned to P.E.I..
18. For marketing purposes, P.E.I. may publish the name of the Licensee as a licensed user of the Supplied Data.
19. This Agreement shall apply only to projects set out in Attachment 4.01-III (Schedule A).
20. P.E.I. has the right to restrict delivery of the Supplied Data. P.E.I. has the right to require the Licensee to enter into a different licensing agreement for projects deemed by P.E.I. not set out in Attachment 4.01-III (Schedule A).
21. The Licensee shall notify P.E.I. of any errors or defects found in the Supplied Data.
22. This Agreement shall be governed by the laws of P.E.I. and the laws of the Country of Canada as they may be applicable.
23. If any dispute arises between the parties to this Agreement concerning the construction, effect or interpretation of this Agreement, then every such dispute shall be referred to a single arbitrator selected by the parties to this Agreement. In the event that the parties cannot agree on a person as a single arbitrator, a sole arbitrator shall be appointed in accordance with the provisions of the Arbitration Act, R.S.P.E.I. 1988, Cap A-16, as amended. The arbitrator shall render an award or determination within ten days, and any award or determination made by the arbitrator shall be binding upon the parties, their heirs, executors, administrators and assigns. The costs of the arbitration, excluding any party's legal fees and disbursements, shall, unless otherwise ordered by the arbitrator be borne equally by the parties
24. This Agreement may be executed and delivered in counterparts, each of which when so executed and delivered shall be deemed to be an original and together shall constitute one and the same Agreement. Transmission by facsimile shall be an accepted mode of delivery of such counterparts to the other Party.

- 25. If any part of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid for any reason whatever, then such part shall be severed from this Agreement; and the validity of the remainder of this Agreement shall be unaffected.
- 26. Clauses 6, 8, 9, 10, 11, 12, 13, 14, 17, 18, 22, 23 and 25 shall survive the termination of this Agreement.

Government of Prince Edward Island

(Licensee Name or Corporation)

Per: _____
(Authorized Officer)

Per: _____
(Authorized Officer)

Print Name of Signatory:

Date: _____

Date: _____

SCHEDULE “A”

STANDARD END-USER LICENSE

1. “Supplied Data” means GIS related data as offered by P.E.I., including various dataset products within the P.E.I. Dataset product lines.
2. Fees are at standard product and service rates as periodically invoiced by P.E.I. and are payable on receipt of the invoice. Any amount not paid when due shall bear interest at the rate of 24% per annum calculated monthly.
3. “Term” means a period of one year commencing on _____. The Term shall automatically renew for successive one (1) year periods unless P.E.I. or the Licensee, by notice in writing given to the other party before the expiry of the current Term, advises that this Agreement is to terminate on the expiration of the current Term.
4. The Licensee’s use of the Supplied Data shall be restricted to the Licensee’s own internal use, that is for the Licensee’s sole consumption and not for resale or redistribution, and may be shared with third parties subject to the following requirements:
 - (a) Any of the Supplied Data provided to third parties in the normal course of the Licensee’s business can be provided in hard copy, one copy per third party, together with copyright notifications directed by P.E.I. Hardcopy distribution of the Supplied Data by a third party is not permitted.
 - (b) Any of the Supplied Data provided to third parties in the normal course of the Licensee’s business can be provided in digital copy, together with copyright notifications directed by P.E.I., provided the third party has either signed a Third Party License (Undertaking) or the third party has signed a Standard End-User License for the same Supplied Data. Digital copy distribution of the Supplied Data by a third party is not permitted.
 - (c) All other uses of the Supplied Data are prohibited unless approved in writing by P.E.I.

P.E.I.

LICENSEE

Initials

Initials

Date :

Date:

SCHEDULE "A"

EDUCATION, RESEARCH & DEVELOPMENT, LICENSE

- 1. "Supplied Data" means GIS related data as offered by P.E.I., and more particularly described as follows:

- 2. Standard product and service fees are waived.

- 3. "Term" means a period from _____ to _____ [ONE YEAR OR LESS] commencing on _____.

- 4. The Licensee's use of the Supplied Data shall be restricted to the Licensee's own internal use related to the use of the data as learning material for research and development, and more specifically described as:

[DESCRIBE PARTICULAR PROJECT or ATTACH APPLICATION FORM].

- 5. The Licensee's use of the Supplied Data may be shared with third parties subject to the following requirements:

- (a) Any of the Supplied Data provided to third parties in the normal course of the Licensee's business can be provided in hard copy, one copy per third party, together with copyright notifications directed by P.E.I.. Hardcopy distribution of the Supplied Data by a third party, is not permitted.
- (b) Any of the Supplied Data provided to third parties in the normal course of the Licensee's business can be provided in digital copy, together with copyright notifications directed by P.E.I., provided the third party has either signed a Third Party License (Undertaking) or the third party has signed a Standard End-User License for the same Supplied Data. Digital copy distribution of the Supplied Data by a third party is not permitted.
- (c) All other uses of the Supplied Data are prohibited unless approved in writing by P.E.I.

P..E.I.

LICENSEE

Initials

Initials

Date :

Date: