
NorthWest Data Sharing Network

Governance and Data Sharing
Collaborations

Implementation Plan for a Data
Sharing Society

Final Report

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By Innovation Resource Centre

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Executive Summary

This document is intended to scope two issues:

1. best practices from other jurisdictions in North America and
2. processes for creating an entity for data sharing.

Issues of data administration are covered by the scoping report by Cuesta Systems.

There was a question of forms of incorporation the venture should take. Tim Thomas met with John Dugate of Dugate and Co. to discuss the options for incorporation. Since there are likely no profits except from membership fees, Mr. Dugate thought a society is the better choice.

In addressing best practices, this document covers the organizational experiences of several successful US geodata collaboratives and the Integrated Cadastral Information initiative in Victoria, BC. We carried out research which is summarized well in the GeoAlliance's document, available at: http://www.geoall.net/docs/lessons_from_practice.pdf. (The best practices portion of that document and its case studies is discussed in Section 2.0.)

There are several key lessons stated by the US geodata collaboratives and the Integrated Cadastral Information Society. First, at a strategic level, it was noted that "data sharing does not happen unless it is underpinned by a business need." It can be difficult to share proprietary information, so there must be benefits to all in doing so.

Second, data sharing issues revolve around three objectives. First, partners must build trust. Next, they must avoid over-complexity. And third, they must create formal policy structures at the outset to ensure a level playing field. The governance model (or organizational behavior standards) used by the Board and staff will be critical in meeting these three objectives. We recommend adoption of policy governance because of its track record for creating trust and a level playing field. Also, complexity is avoided by creating a concise vision statement and limiting staff actions to it, another strength of the policy governance model.

Third, a business plan will be necessary for the Board and staff to discover the details of managing a data sharing society. Questions of revenues, costs and profit stand out as key to setting fees; the fee structure will be very important for partners in the society so they can calculate the financial benefits to their organizations.

Also, the Integrated Cadastral Information Society has made available its bylaws and data sharing agreements. The Data Sharing Network Society can use these documents as guidelines for incorporating a new society.

Finally, as with any standards-setting project, people need time to learn, both the organizational behavior standards and data standards. Thus, preparation and a long term roll-out strategy will help partners to learn to share and co-operate and become comfortable with the new operations around sharing data for mutual benefit.

1.0 Introduction

The Northwest Data Sharing Network has been investigating the scope of a data sharing society, similar to the Integrated Cadastral Information Society in Victoria. It is expected that sharing geospatial data among the partners would allow all the partners to reduce its data management costs. The project would see the creation of a data sharing society, overseen by a Board of Directors.

The objective of this society would be to:

- allow partners 24 hour access to a significantly larger geospatial information “fabric,”
- create data standards among the partners, and
- reduce the costs of the partners’ GIS projects through lowered transaction costs, archiving and sharing expanded data sets.

The society’s operational costs the would be borne by the partners. The annual budget of the society is not known at this point, but these costs should be investigated in a business plan.

This document is intended to scope 1) best practices from other jurisdictions in North America and 2) a jumping–off point for creating an entity for collaboration¹. It covers the organizational experiences of several successful US geodata collaboratives and the Integrated Cadastral Information initiative in Victoria, BC. It also provides "tips for success" for those aspiring to form or expand geodata collaboratives.

The best practices research also points to one key piece of strategic information: *Data sharing does not happen unless it is underpinned by a business need*. Further to this, collaboration does not happen unless there is a recognition of common data needs, a recognition of diverse opinions, and a system to manage the diversity of opinion.

The best practices research shows three challenging themes:

1. Build trust and speak openly about what benefits are sought by partners;
2. Avoid complexity;
3. Use formal policy structures to ensure a level playing field.

These three themes need to be addressed by the first Board of Directors or Steering Group. This report will cover the options for meeting this challenge.

¹ Issues of data administration are covered by the report by Cuesta Systems.

1.1 Process

1.1.1 Forms Of Incorporation

The initial question raised by those exploring best practices was that of forms of incorporation. Tim Thomas met with John Dungate of Dungate and Co. to discuss the options of:

- Limited liability partnerships
- Corporations, and
- Societies.

Mr. Dungate's advice was to avoid limited liability partnership completely. They are means of raising investment capital leaving one General Partner with all the control and liability of the company while Limited Liability Partners have no liability and no control. In Mr. Dungate's opinion this form of incorporation was fraught with difficulties.

Thus, it became a choice between a corporation and a society. The main difference is that of profits returning to shareholders. Since there are likely no profits except from membership fees paid by the members, Mr. Dungate thought a society is the better choice.

1.1.2 Best Practices Research

We carried out the best practices literature search and research on the Internet by gathering websites on data sharing and telephoning and emailing the key players identified on those sites by MSRM staff.

The subject area of data sharing has been widely covered by U.S. agencies and universities and a large number of documents on the specific issues of sharing data were collected. However, Randall Johnson and Dr. Zorica Nedovic-Budic created a summary document (*Lessons from Practice: A Guidebook to Organizing and Sustaining Geodata Collaborations*, September 2001) for the GEO Alliance. They covered the best practices experience of five US agencies. It is available on PDF format at: http://www.geoall.net/docs/lessons_from_practice.pdf

Tim Thomas attended the March 26th, 2002 session for presenting the preliminary findings of both the Innovation Resource Centre and Cuesta Systems. Reaction to preliminary findings were positive, with a Steering Group formed and given an actions list to complete.

1.2 Findings

The issues involved in creating a data sharing venture are well documented in the US. The main deficiencies in the US attempts to create GIS data sharing were 1) creating trust through use of policy, contracts and governance, 2) organizing the venture with formal policy, and 3) avoiding over-complexity. This is borne out in discussions with the Integrated Cadastral Information Society staff.

Successful data sharing ventures understand that much preparation is needed to bring former competitors together for future collaboration. Preparation and a long term roll-out strategy allows the sharing partners to learn and become comfortable with the new operations around sharing data sets for mutual benefit.

Tim Thomas heard many of the issues discovered in the research with the Integrated Cadastral Information Society and US data sharing experience voiced at the March 26th, 2002 session. This confirmed a fit between the governance & best practices research he did and the needs of the partnering organizations speaking at the session.

A discussion of data sharing experiences in North America follows in Section 2.0.

2.0 Discussion of the North American Experience in Data Sharing

There are many complexities to sharing data among competing interests. Both the US experience and the experience of the Integrated Cadastral Information Society in Victoria show similar areas of concern. Concerns about sharing data can be summarized under the following ten topic areas:

2.1 Keep it simple

A data sharing project's complexity can increase "geometrically." This was a major concern for the Integrated Cadastral Information Society too. The more diverse the stakeholders, the more simplicity of outcomes and expectations is needed.

The interaction between organizations usually goes beyond data-related activities into further value added activity like new data purchases, project-driven joint data efforts, joint data acquisition, joint database development, & maintenance. Sometimes this involves joint system development, personnel, space, and applications. However, one partner is usually more practiced in GIS project development, creating a surge of projects that the other partners are not prepared to use or fund. Moving from data to applications, the interactions increase not only in their sophistication and complexity but also in the difficulty of making them functional for everyone.

Therefore, think big but start small; build gradually around the generic services of data-centered projects. If the organization moves beyond data-centered projects into shared or jointly supported application developments, things get much more challenging and resource intensive much more quickly.

2.2 Formalize structure

Mutual trust is the key to successful cooperation, but supporting interaction with formal documentation, such as interorganizational agreements, MOUs, data licenses, contracts, and so forth, is wise. Documentation is typically more practiced and more needed in relationships with other organizations than within an organization. Documentation may enable a continued data exchange even in cases where the other forms of interaction are discontinued.

The nature of sharing structures also needs to be established early in the process. Simply allowing the GIS and database interactions to evolve over time without rules and procedures often attracts increasingly suspicious partners and may lead to problems down the road. *The key, therefore, is to establish a stable relationship structure.*

2.3 Ensure that contributions are fair, equitable, and continuous

First, the Steering Group needs to determine the partners' contributions in advance and in specific terms. (This was echoed in the conversation with John Dungate, L.L.B., regarding societies, corporations and limited partnerships.) In the US best practices, data were the major

contributions to the partnership. Financial and staff contributions are also significant. In the case of both MetroGIS and PaMAGIC, in-kind contributions of time were considered as valuable as cash.

The following are considerations for going forward with the how contributions remain fair, equitable, and continuous.

- Most organizations have concerns about how proportionate their contributions would be relative to their size, resources, and use of data or other joint projects.
- Loss of independence and investment of energy and resources are deliberate and tangible contributions toward developing and maintaining relationships with other organizations.
- Extensive negotiations at the Board level may be necessary to decide on contributions and returns.
- The Board will need to create a working definition for equity and place it in policy. The Board will need to re-visit the policy from time to time. The partners, the Board and the society's staff will then consider the Board's principles of equity in accepting future contributions and distributing the common resources.
- Contributions from each participant increases the commitment to the joint goals and raises the stakes in success. There is an example of policy on Membership in the Integrated Cadastral Information Society policies and bylaws.
- Secure long-term commitments for contributions. Variations on annual contributions may jeopardize the project and prevent implementation of strategic or long term/multiyear developments.

Resource contributions to the data sharing effort are critical to the society's longevity. The results generated by "virtual" GIS associations are much diminished compared to those with the resources to be available as leaders in the collaborations and meet the founders' expectations. In the case of the Pacific Salmon data sharing co-op, a loose affiliation is not creating a lot of benefits to the governments involved. The same is true of the PaMAGIC "virtual" collaborative. Two years after starting up, the group lost its major stakeholders.

2.4 Determine and communicate control and ownership

As with any multiparty venture, participants need to feel empowered to plan, make decisions, and bring them to realization. They want to know they can control the process and make input, especially if their investment in the society is significant. The US experience shows the following in this regard:

- Voting rights and decision authority needs to be carefully determined and clearly defined. Once these are in place, extensive negotiations at the Board table can begin

under a set of operating policies. An example of one such policy would be continuing debate until the Board can speak with one voice and avoid sending confusing messages to stakeholders, staff and the public.

- We can expect that partners will differ in their definitions of fairness and equity depending on their resources, power, and role in the partnership. However, by adhering to and communicating a pre-established policy, the organization's initial start-up will not be slowed or postponed while the Board debates the details of ownership. The Board will already be close to consensus on a working definition for ownership, equity and other values (see [Section 6.1](#) for Values Clarification Session). When they meet in future, they can debate and consider refinements to those definitions.
- All parties must perceive the staff and their location as neutral (i.e., having no vested interest or commitment to any one agency or organization).

Pre-determining control and ownership will allow participants to feel empowered to plan, make decisions, and bring them to realization. The policy governance model is the strongest option for setting up control and ownership, allowing for differences in resources, power, and role in the partnership (see information in [Section 4.0](#) and [8.0 Appendix 1.](#)) Creating balance for the participants between the need for decision making and the need for clear direction (and in the accompanying political complexity) is where the policy governance excels. This system of governance has imbedded in it a well-defined decision-making process to ensure adequate Board control over the activities and resources. Since participants in any interorganizational activities expect to be involved, the policy governance model provides a system of harnessing their vision and connection to the participants while empowering staff to create results..

2.5 Manage perceptions about data ownership

The principle of openness applies when managing the perceptions of data ownership. If possible, a low conflict structure should be created. This is done in the following ways:

- Openness with regard to data access among members of the society;
- Minimal proprietary interest in data, and;
- No major financial gains expected from data distribution.

The Integrated Cadastral Information Society is presently addressing this issue with its members, and Tim Thomas heard at the March meeting that some of the partners in the Data Sharing Network expressed their concerns about data ownership. This will no doubt be an issue raised by partners with the Steering Group and the new Board.

2.6 The "What's in it for me?" Syndrome

It is only natural to ask this question and it should be taken seriously. One participant at the March 26th meeting in Smithers wanted to see the return on investment from data sharing before the society begins its work². Understanding and respecting the reasons that motivate

² It will be difficult to quantify the return on investment until fees are estimated in the proposed business plan.

organizational participation is part of the success in the US with data sharing. To that end, partners in the US said that 1) saving resources and 2) taking on a common mission and goals are their most applicable benefits in data sharing. Thus, attracting and retaining partners involves long-term benefits promotion.

2.7 Manage the process

Ongoing communication and negotiation are inherent parts of coordination efforts, including communication of overall benefits to general public. Both MetroGIS and PaMAGIC (see [Appendix 11.0](#)) stated a future challenge was creating more awareness of the good that they do, at least within the GIS community, but also to their ownership. Therefore, promotion is important to the long-term success of the society. For example, the Innovation Resource Centre Society uses promotion of our assistance to the economy of the North as a means securing funding from partners. A marketing and communication plan is recommended.

The US documents point out the following for managing the process:

- Communication happens both formally and informally. Both kinds of communication require planning.
- Identifying semantic differences and commonalities between concepts held by participants and creating a common working language are prerequisites for effective communication.
- Persistence and willingness to compromise are the keys to success, particularly through difficult times (which are experienced by even the most successful collaboratives). This again is the purview of policy governance in that it keeps the Board stretching toward the future and debate is encouraged until the Board can speak as one.
- Coalition building and bargaining may be exercised as well. Differential commitment levels are possible. However, a true commitment and solid persistence help overcome many of the obstacles in the data sharing process and maintains the focus on the matters pertinent to the joint activities. Participants committed "for the wrong reasons" are usually disruptive to the joint effort.
- Process takes time and patience, usually more than the founders expected.

The spirit of cooperation is crucial for keeping participants active and interested. It is based on teamwork, shared understanding, trust, and mutual credibility. The need for leadership is also apparent and both these areas are policy governance's strength.

2.8 Provide board & project leadership

As mentioned above in Section 2.7, leadership is the key success factor. It provides vision, support, and backing with resources. Perhaps the most important part of leadership is ensuring the set rules and policies are followed even when doing so is uncomfortable. This is true of the leadership of the Board. It is also true in project leadership where staff must ensure

"enforcement" of common standards and commitments. As noted in the US experience, stability characterizes effective leadership structures.

2.9 Define roles and responsibilities

Another key success factor is clarification of the roles and responsibilities of each participant. The following issues stem from the need to clarify roles:

- It is necessary to identify and secure support of the original data providers early in the coordination initiative so that data provision and update will be kept close to the source.
- The partners perceiving inequities in data maintenance commitments are prone to downgrade their own support of the system. In volunteer participation, without staffing, funding, equipment, or training provisions, the agencies assigned database maintenance responsibilities will fall behind in the timing and quality of database update. They also tend to depart from prescribed standards and procedures as another consequence of the inadequate support for database maintenance duties.

Thus, database development and maintenance responsibility is the life cord of interorganizational activities. To that end, additional resources and support infrastructure need to be provided to the units with accepted new roles and responsibilities (e.g., charged with maintaining the data), which incur additional workloads and expenses. Underfunding a critical activity will lead to poor results, as seen in the Pacific Salmon data sharing co-op.

Also, assignment of roles and responsibilities is highly susceptible to fairness issues and concerns. (See Sections 2.3, 2.4, and 2.5 above.)

2.10 Manage change

The change from an organizational staff function to a shared resource among differing interests can be jarring and create difficulties. The sense of upcoming change and the uncertainty brought with it tend to be unsettling to many agencies and their personnel. It is crucial to confront the concerns about the implications of the technological change and joint database activities for subsequent organizational and staff realignment.

A mismatch problem between new database tasks and existing organizational structures are common in the newly initiated interorganizational efforts. Add to this situation that in a highly technical field, such as GIS, it is necessary to adapt local solutions to take advantage of technological change and innovations. This change must be managed:

- Technological change requires change in administrative and organizational structure and processes. Integrated and distributed data processing tend to generate leaner, more flexible, and more responsive organizations with fewer management levels and more direct information exchange between the top and bottom layers. Confront concerns about the implications of the technological change.

- The status of the joint project needs to be frequently demonstrated and communicated to all participants and leaders. Project expectations should be managed at administrative, management, and operational levels.

Put another way, the culture of both sharing and change must be nurtured. Creating a stable environment for it to grow is important and is again the purview of the policy governance model.

3.0 Recommendations: Data Sharing Experience

Data sharing issues can be summarized around three issues. First, the society must build trust. Next, it must avoid complexity. And finally, it must create formal policy structures to ensure a “level playing field.” The governance model (or “people” standards) will be critical in meeting these three objectives.

We recommend adoption of policy governance because of its track record for creating trust and a level playing field. Complexity is avoided by creating a simple vision statement and limiting staff actions to it, another strength of the policy governance model.

We recommend the creation of a marketing and communications plan to ensure partners and the public understand the activities of the society and help increase membership in the society. (see [Section 2.7](#))

4.0 Governance Models

4.1 What is Governance?

Governance is good government. The concept relates to the quality of the relationship between a governing Board and the ownership of an organization that exists to serve the owners³. Like management, governance is about ensuring that organizations achieve goals and conduct themselves according to highest principles and ideals. But unlike management, governance is not about direct action. A Board rarely manages the day-to-day details of the organization, but rather guides and monitors the results and activity of the staff. In recent times, the crisis in the US over the Enron Corporation debacle has called attention to governance and the means to ensure that the Chief Executive Officer (CEO) and their staff are acting with the highest principles and ideals. The next section will briefly cover three governance models.

4.2 Governance Models

4.1.1 Direct Management Model

Direct management is usually done by a Board when there is no funds available to hire staff. Board members must act directly to manage the organization. They are a *hands-on* or *working* Board. However, sometimes Boards take direct management even when they have hired staff. This may deteriorate to micro-management by the Board and staff may become disempowered. But, as in any model, there are advantages and disadvantages of this approach. The following are advantages of directly managing staff from the Boardroom:

- Easier to train and manage new and inexperienced CEO;
- Board creates and exercises all/many controls;
- The needs of the ownership is transmitted directly into action.

The following are disadvantages of directly managing staff:

- While there is a strong connection to the ownership, direct management may create inefficiency with continual ad hoc changes to the mandate and activities of the organization
- Restricts CEO independence & trust
- May create unhealthy staff dependence on the Board for even minor decisions
- Time consuming for volunteers to manage day-to-day detail
- May reduce staff efficiency by blocking staff expertise
- Blurs roles & authority, making healthy risk-taking confusing and undesired by staff
- Staff may not trust the Board

³ Ownership is defined here as the “audience” of the Board or the general membership.

4.2.2 Hands-off Governance Model

When an organization is well run by staff, often a hands-off approach is taken. The Board monitors activities and finances, but is not involved any further. They trust the staff and allow them to manage the organization. However, they can become disconnected, both from the organization and its ownership. Also, in many cases, when a serious crisis or conflict occurs, the Board may try to exercise control, creating greater disharmony. Hands-off governance has the following advantages:

- Staff feels independent and empowered
- May be very efficient & innovative around raising revenue and reducing cost
- Board meetings are short & less frequent

The following are disadvantages of hands-off governance:

- Board feels they do not contribute much to the organization
- Board may feel manipulated by staff
- Board may not trust the staff if a conflict arises
- While the staff may be efficient & innovative, they may become disconnected from the ownership, doing the *wrong* activities *efficiently*.

4.2.3 Policy Governance Model - Recommended

Policy governance is a powerful framework for structuring Board vision and leadership. ([Appendix 1](#)) policy governance creates ordered movement toward the Board's pre-established outcomes and creates a system for building trust. It does this by establishing many of the rules and roles that will govern the organization. It is a statement of *how we do things here*.

Policy governance has the following advantages:

- Board feels in control of the mandate & ownership
- Staff feels in control of getting results and doing the administration
- The Board is freed from time-consuming administration details
- Staff action is limited only where necessary & is monitored regularly
- Clear roles and authority
- Creates trust and clarity

The following are disadvantages of policy governance:

- A new system means more training and orientation
- Policy governance must be learned over the long-term
- Policy governance requires more commitment to "the Rules" by all stakeholders
- May be strongly disliked by those who want to create control, not leadership

As a powerful framework, policy governance is the strongest governance option. One of the overall best practices of the US experience was to avoid complexity, and when policy

governance is learned and implemented, practitioners state unanimously that then their roles and actions are greatly clarified.

5.0 Recommendation: Governance Model

When considering the issues in Section 2 and Section 4, the need to build trust and formal policy, the policy governance model stands out as a ready-made solution. While it will require time to learn, its standards will make the learning process clearer.

We recommend that the society adopt policy governance as its standard.

The next section will look at the steps to be taken after the governance choice is made.

6.0 Activities to Implement a Data Society

Once the new Steering Group meets in late April, work will begin to focus the Data Sharing Network Society's development. The new Board (and eventually new staff) will need to take steps, from the broad, e.g. values clarification, to the specific, e.g. identifying revenue streams and investigating fees.

6.1 Values Clarification Session

The precursor to a solid work plan is a clear vision based on the values of the partnering organizations. An initial session with the Steering Group will 1) continue to clarify values as stated on March 26 in the discussion groups, and 2) help create a clear vision statement. The Partners need to clarify "What 'Good' is this society going to do for its 'Ownership' (and society in general) and at what 'Cost Breakdown'?" The discussion of this three-part question needs to lead ultimately to a short simple statement that explains the Partners' values. An example in an unrelated area is the Yukon College, a policy governance practitioner organization. Their vision is simply stated as: *To excel in meeting the educational needs of people in a northern context.*

6.2 Choose and Document Governance Model

Documenting the governance model will be contingent on the Steering Group's decision about which governance model to use. Regardless of which model is chosen, the model should be codified as policy as much as possible to ensure the Board's wishes are clear.

6.3 Location and Facilities

Two areas of the work plan need to be set, one by the Board, the other by the staff. The Board needs to set the geographic boundaries and service area of the Society. The staff or the staff's designate will then use this information to find an appropriate facility.

6.4 Products and Services

6.4.1 Description of All Products and Services

- All the products and services that fit the Board's vision statement
- Investigate the products and services' value to the client base.

6.4.2 Service Contracts

- Service contracts in other areas of data administration may be possible.
- Investigate the cost/benefit to the society and their value to the client base.

6.4.3 Production of Product and Services

- While a server storing data is not a complex production issue, there remains the issue of data administration and standards.

- If one standard is adopted, will the revenues or costs of the venture change?
- How will changes, both minor and major, be handled?

6.4.4 Proprietary Protection

The society may choose to protect its identity and trademarks by registering the society's name under Section 9 (1)(n)(iii) of the Trademark Act of Canada. This section is reserved for government bodies and the organizations government supports. This section allows for faster review and more complete coverage than the traditional trademark application.

6.5 Market Overview

6.5.1 Target Market

- Segments: who are the society's customers? How are they different? How are they the same?
- Trends: What is happening around the customer? What is happening around the society?
 - Investigate social, technological, economic, environmental, and political trends

6.5.2 Competitors & Substitutes

- Their Products & Services
- Options & substitutes available to customers
- Their revenue models
- Projected revenues by market segment

6.5.3 List of Stakeholders and Users

- How many members to begin with?
- How many new members each year?
 - How many new subscriptions?

6.5.4 Direct Evidence You Have Stakeholders And Users Interest

- How will everyone benefit?
- What is their return on investment?
- Expand information gathered at the March 26, 2002 meeting to show how customer interest will create cash flow.

6.5.5 Revenue Plan

- Base Funding
 - Cash Flow Plan
 - Membership Fees
- Fund Raising
- Special Projects

6.5.6 Marketing and Communications Plan

- Investigate audiences
- Clarify key messages, especially Board's vision
- Investigate communication channels
- Set initial budget

6.6 Operations

6.6.1 Services Production

- Stakeholder support services
- Customization or consulting services
- Equipment required
- Suppliers/consultants who will be important.
- Any significant lease, or purchasing arrangements
- What are the present and potential capacities of operations?
- What are your overhead costs and how are they allocated? By project? By stakeholder?
- How much do services cost to provide?
- How many people employed? Wages or salaries?

6.7 Regulatory Issues

- Societies Act of BC
- Others identified in research

6.8 Management and Staffing

- Management Team Profiles & Ownership Structure
- Board Governance Policies
- Advisors & committees to the Board
- Advisors & committees to the Executive Director
- Professional Services (lawyer, auditor)
- Human Resources Requirements

- Checklists for each Staff Function within the Organization
 - Staff Policies

6.9 Risk

- What threats to the organization are there?
 - a. Societal
 - b. Technological
 - c. Environmental
 - d. Economic
 - e. Political

Scenarios:

- Best Case
- Worst Case
- Median Case

6.9.1 Internal Risks

- What internal threats to the organization are there?

7.0 Recommendations

A business plan will be necessary for the Board and staff to discover the details of managing the Data Sharing Network Society. Questions of revenues, costs and profit stand out as key to setting fees. The fee structure will be very important for partners to understand and calculate the benefits to their organizations.

In Appendix 10, the Integrated Cadastral Information Society has made available its bylaws and data sharing agreements. The Data Sharing Network Society can use these documents as guidelines for incorporating the new society.

We recommend a business plan be researched and written well in advance of beginning any fee-for-service data sharing services.

8.0 Appendix 1: Policy Governance Overview

8.1 Introduction: Creating, Sustaining, and Fulfilling Vision

Leadership at the Board level requires, above all, that the Board provide vision. The Board must first have an adequate vision of its own job. The policy governance approach provides a powerful framework for structuring this task. Following this approach, the Board can free itself from unnecessary, time-consuming involvements and focus on the real business of governance: creating, sustaining, and fulfilling a vision.

Policy governance creates ordered movement toward the Board's pre-established outcomes and creates a system for building trust. First, policy governance reduces or eliminates the three most common blocks to trust:

- Board interference in administration,
- staff manipulation of the Board, and,
- role confusion.

In getting results, it also reduces or eliminates:

- meaningless Board and committee work,
- trivia, and,
- unclear evaluation criteria

Policy governance emphasizes vision and values, the empowerment of both Board and staff, and the strategic ability to create leaders. Using the policy that permeates and dominates our organizational lives, policy governance presents the most powerful lever for exercising leadership. The Board creates a constitution by setting policies in four areas, described below. Designed as a total system to encompass all expressions of Board wisdom and direction, the policy categories are:

- Ends (i.e. What Results for What People at What Cost Breakdown?)
- Executive Limitations,
- Board-Executive Relations, and,
- Board Process.

8.2 Ends (What Results for What People at What Cost Breakdown?)

The Board's most important job is to devise a mission and mission-related statements which clearly set out what the desired results —the Ends of the Data Sharing Network's actions are to be. What needs are to be met, for whom, and at what cost breakdown? How will the world be different as a result of the Data Sharing Network's actions? Building on Board-generated Ends statements and the Board's mission statement, Ends are further defined at all levels of organization. They comprise the organizational vision.

8.2.1 Means (A Sub-section of Ends)

The Board leaves staff to decide on the Means by which to achieve the Board's Ends. The Board evaluates staff performance based on how well the results of the Data Sharing Network's actions match the desired Ends. This may be worrying to some. Therefore, staff's actions are also guided by Executive Limitations.

8.3 Executive Limitations

While the Board prescribes what Ends it wants to achieve, it only sets limits on the means with which the staff operates. These limits are principles of prudence and ethics that form a boundary on staff practices, activities, circumstances and methods. In Executive Limitations policies, the Board states clearly what the Board will not allow, but it is otherwise silent regarding staff actions. This empowers staff to use their full creative powers but at the same time safeguarding against potential abuses, enabling the Board to concentrate its energies on Ends issues.

8.4 Board-Staff Linkage

In addition to providing the Data Sharing Network with a vision and defining what constitutes inappropriate staff practices, the Board must set policies about how it relates to staff—for example, the Board's approach to delegation, its view of the Executive Director's role, and how it will assess staff performance. Policy governance envisions the Executive Director as a link between the Board and the staff. In essence, the Executive Director is the Board's sole employee. The only specific duty of the Executive Director is to be accountable to the entire Board for the performance of the Data Sharing Network—on how well the Board's Ends are being met and the Limitations not violated. This maintains accountability while allowing the Executive Director a great deal of latitude to act and to empower others to act.

8.5 Governance Process (The Board's Job)

The Board must also set policies for its own internal workings - how meetings will be conducted, what topics will be addressed, the role of officers and committees, how the Board will discipline itself. An effective design of Board process ensures that the Board fulfill its three primary responsibilities:

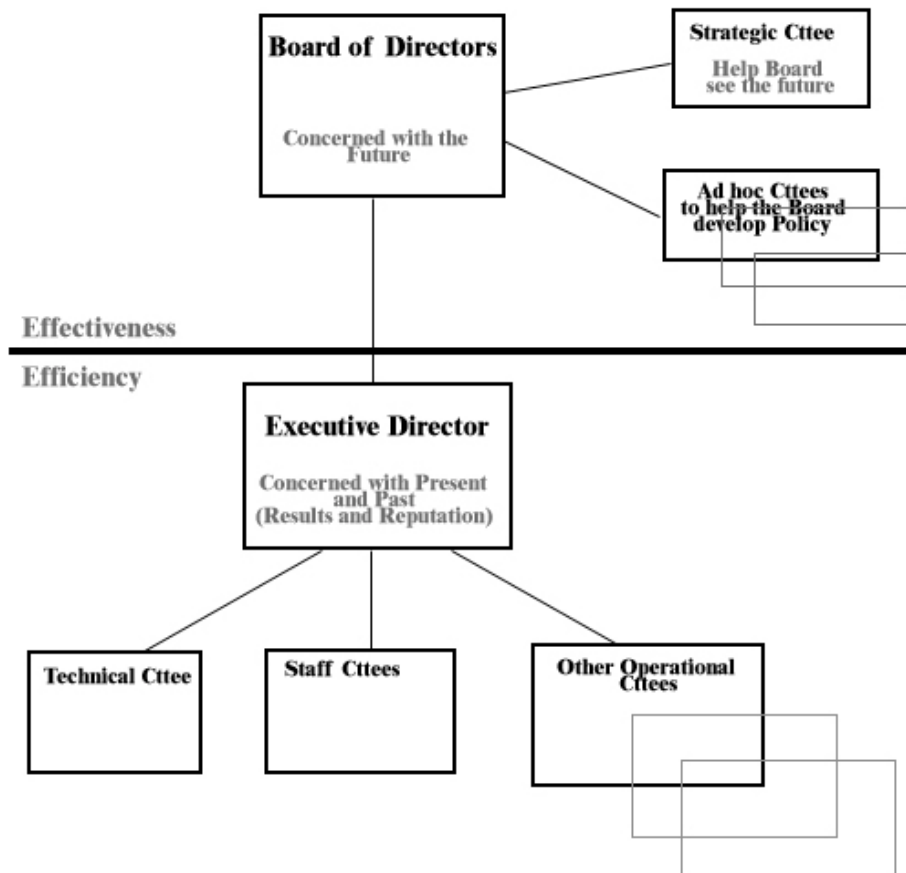
- Maintain links to the ownership, that is, a group that is equivalent to stockholders in an equity corporation. For a community Board, for example, community members are the owners.
- Establishing the four categories of written policies as defined by the policy governance approach, so that everything the Board has to say is included in their encompassing framework.
- Assuring executive performance. These are areas in which the Board, and only the Board, must assume full responsibility. By setting clear Board Process policies the Board develops a consistent plan for how it will operate—compelling it to remain focused on the critical challenges of providing vision and leadership.

⁴Policy Governance makes as clear distinction between 1) accountability: answering for the work of those one supervises, and 2) responsibility: answering for your own work.

Except for what is stated in bylaws or enabling statutes, these categories of Board policy contain everything the Board has to say about values and perspectives that underlie all organizational decisions, activities, practices, budgets, and goals. These policies are succinct and few.

9.0 Appendix 2: Committee Principles

There was some concern at the March meeting that the society will need multiple committees to allow full participation. While this concern may be addressed by creating a Board with 5-13 board seats, a committee structure may also be created that mirrors the IFPA while still adhering to policy governance. Under policy governance, the Board need only make a statement of policy about committees that separates the lines of accountability between staff and Board. An organizational chart and a policy example follow:



9.1 Bissell Centre (Edmonton) Policy: "Committee Principles."

The board may, from time to time, establish committees to help carry out its responsibilities. To preserve board holism, committees will be used sparingly, only when other methods have been deemed inadequate. Committees will be used so as to minimally interfere with the wholeness of the board's job.

1. Board committees may not speak or act for the board except when formally given such authority for specific and time-limited purposes. Such authority will be carefully stated in order not to conflict with authority delegated to the Executive Director.
2. Board committees are to help the board do its job, not to help the staff do its job. Committees will assist the board chiefly by preparing policy alternatives and implications for board deliberation. Board committees are not to be created by the board to advise staff.
3. If a board committee is used to monitor organizational performance in a given area, the same committee will not have helped the board create policy in that area. This is to prevent committee identification with organizational parts rather than the whole.
4. Board committees cannot exercise authority over staff, and in keeping with the board's focus on the future, board committees will ordinarily have no dealings with current staff operations. Further, the board will not impede its direct delegation to the Executive Director by requiring approval of a board committee before an executive action.

10.0 Appendix 3: Integrated Cadastral Information Society

10.1 Data Sharing And Licensing Agreement

THIS AGREEMENT made as of the ____ day of _____, 2001.

AMONG:

INTEGRATED CADASTRAL INFORMATION SOCIETY, a society incorporated under the laws of the Province of British Columbia (Certificate of Incorporation No. S0043133) and having an office at 3400 Davidson Avenue, Victoria, British Columbia, V8W 9M5 (the "ICI")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Partnership Secretariat of the Ministry of Sustainable Resource Management (the "Province")

OF THE SECOND PART

AND:

BC GAS UTILITY LTD., BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, CENTRA GAS BRITISH COLUMBIA INC., SHAW CABLESYSTEMS GP, TELUS COMMUNICATIONS INC. AND TELUS COMMUNICATIONS (B.C.) INC. AND WESTCOAST ENERGY INC.

(collectively the "Utility Companies")

OF THE THIRD PART

AND:

LOCAL GOVERNMENTS (HEREAFTER DEFINED), CORPORATIONS AND OTHER ENTITIES THAT BECOME PARTIES TO THIS AGREEMENT

OF THE FOURTH PART

BACKGROUND:

A. The ICI was established for the purposes of developing, maintaining and distributing a province-wide cadastral fabric and other related datasets for the use of the Members; and

B. Execution of this Agreement is one of the terms and conditions of membership in the ICI, as established by the directors of the ICI Board in accordance with the ICI Constitution and Bylaws.

NOW THEREFORE in consideration of the premises and the covenants and agreements set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

DEFINITIONS

In this Agreement and the Background, unless the context requires otherwise, the following definitions will apply:

"Added Party" means a signatory to this Agreement as in Attachment C;

"BCAA" means the British Columbia Assessment Authority;

"Partnership Secretariat " means the Branch of the Ministry of Sustainable Resource Management;

"Core Data" means the foundation data in the Datastore specified in section 3.02;

"Corporate fabric" means the integrated cadastral fabric created through the ICI;

"Data Provider" means a Member or Added Party who owns and contributes information or data to the Datastore;

"Datastore" means the integrated physical infrastructure to store, manage and distribute the information and data included within the scope of this Agreement;

"Data User" means a Member or Added Party who accesses information or data from the Datastore;

"Folio Identification Number" means the unique number assigned that identifies the Assessment Area, Jurisdiction and Roll Number to a parcel for taxation purposes;

"General Manager" means the individual appointed as such under Section 41 of the ICI Constitution and Bylaws;

"ICI Board" means the Board of Directors established according to the Constitution and Bylaws of the ICI Society;

"ICI Constitution and Bylaws" means the registered Constitution and Bylaws of the ICI, as amended from time to time;

"Internal Purposes" means the internal operations of each Data User, including, without limitation, the design of facilities and generation of work plans for construction, but does not preclude normal approval processes (for example, actual construction will continue to require completion of an approved prelocation process, planning of facilities, development of construction work plans and site locations);

"Local Government" means a municipality or regional district as defined in the *Local Government Act*, the City of Vancouver, or any local government body as defined in the *Freedom of Information and Protection of Privacy Act*;

"Member" means a party who is a member of the ICI in accordance with the ICI Constitution and Bylaws and is signatory to this Agreement;

"Provincial Government" means ministry, agency or Crown corporation of the Province of British Columbia, except British Columbia Hydro and Power Authority and BC Rail;

"Service Provider" means a government or private sector organization, identified and selected by the Board of Directors of the ICI for the provision of development, maintenance and distribution of the integrated cadastral fabric;

"Tantalis" means the Province's cadastral data management system which contains information on the primary survey structure of, and the Crown land interests in, the Province of British Columbia; formerly referred to as the Cadastral Data Management System (CDMS);

"TRIM" means the Terrain Resource Information Management digital data for the Province of British Columbia;

"Utility" means any one of the Utility Companies or any other organization operating in the Province of British Columbia which has as its purpose the installation and operation of physical infrastructure to provide power, telecommunications, oil and gas transmission and distribution, and rail services and is regulated under provincial or federal statute(s) for that purpose; and

"Value Added Data" means any information and data in the Datastore, which is not Core Data.

PURPOSE

The purpose of this Agreement is to establish a framework that:

allows property, utility and related information and data to be shared among Members;

defines the scope of, and provisions for licensing use, access, maintenance and distribution of the data;

provides a "single window" for sharing of integrated parcel information and relevant datasets among Members; and

offers new options to streamline business processes, reduce costs, improve service to the public and clients and contribute to good government and business practices.

SCOPE

This Agreement applies to all information and data stored and maintained in the Datastore, including Core Data and Value Added Data.

Core Data includes, with respect to any parcel of land, as applicable:

positional information from TRIM;

parcel and interest fabric from Tantalus;

parcel title information from the Land Title system;

location of utility underground infrastructures and above ground poles;

location of municipal infrastructure (e.g. sewer, water);

street address;

legal description;

parcel identifier (pin or pid);

Folio Identification number;

administrative boundaries:

electoral areas;

local government boundaries;

Agricultural Land Reserve;

Indian Reserves;

provincial and federal parks;

provincial government administration areas;

Assessment areas;

land districts; and

Land Title Districts.

Without limitation, Value Added Data may include:

parcel owner;

land value;

assessment land use coding;
remediation sites;
heritage conservation sites (detail);
water well logs;
integrated survey monumentation (detail);
building footprints;
floodplain boundaries;
road centreline network; and/or
zoning.

LICENSE OF DATA

General

The intent of this Agreement is to enable the creation of a Datastore to support data sharing among Members.

Ownership

Each Data Provider warrants and represents to each Data User that it is legally entitled to provide the information and data it supplies to the Datastore, and subject to Section 4.04, each Data Provider will at all times continue to own and exercise full rights of ownership, including copyright, to its information and data that it contributes to the Datastore.

Data Sharing and Limitations on Data Users

Except as expressly permitted by the ICI Board or this Agreement, any party while not a Member shall not use the Datastore.

Subject to Section 4.02, each Data User agrees to use information and data from the Datastore for Internal Purposes only and agrees not to disclose, sell, license, loan, gift or dispose in any manner whatsoever except as expressly permitted by this Agreement.

Use for Internal Purposes can include the use of spatial fabric data from the Datastore as an image dataset, e.g. as a backdrop for non-commercial web applications, in support of government to government, business to customer, or government to citizen services, provided that the Data User making use of the Datastore information and data ensures that the information and data presented to third parties in this manner is only available for view and screen prints, without the ability to download. For clarity, Attachment A provides examples of these types of applications that are authorized in this Section.

Nothing in this Agreement prohibits a Data User from using any information or data from the Datastore for a purpose other than Internal Purposes if that information or data is or becomes generally available to the public other than through a breach of this Agreement by the Data User

or its directors, officers, employees, contractors, agents or representatives or where it becomes available without the knowledge and approval of the Data Owner.

Nothing in this Agreement prevents the Data Provider from marketing or otherwise distributing the information and data it owns to third parties.

Confidentiality

At all times during the term of this Agreement, each Data User:

will, and will ensure that each of its directors, officers, employees, contractors, agents and representatives will, hold in confidence and keep confidential, all information and data obtained from the Datastore;

will not, and will ensure that none of its directors, officers, employees, contractors, agents and representatives will not, directly or indirectly, use or disclose any of the information or data obtained from the Datastore, except to the extent expressly permitted by this Agreement; and

will, and will ensure that each of its directors, officers, employees, contractors, agents and representatives will take appropriate measures to protect all information and data obtained from the Datastore against disclosure, misuse and theft.

Nothing in this Agreement will prevent any of the Data Users from disclosing to third parties any of the information or data obtained from the Datastore:

which is or becomes generally available to the public with the knowledge and approval of the Data Owner and other than through a breach of this Agreement by the Data User or any of its directors, officers, employees, contractors, agents or representatives;

which it owns; or

which it is required to disclose by law, including the *Freedom of Information and Protection of Privacy Act* (British Columbia) or pursuant to an order or judgment of a court or any other authority of competent jurisdiction.

Data Licensing

Each Data Provider hereby grants to other members, a non-exclusive and royalty free license to use the Core Data and Value Added Data provided by the Data Provider to the Datastore, on the terms and conditions set out in this Agreement and in Part 4 in particular.

Members will provide this information on a schedule as described in Attachment B of this Agreement.

Provision of Local Government Core Data

Local Governments will provide to the Datastore, in electronic form and to a standard reasonably acceptable to ICI, the following Core Data which they have created, manage and own:

the line work and parcel identifiers, where available, that define the parcel structure of the regional district or municipality, as the case may be;

street address annotation and/or other indices if available for each of the parcels;

the location of the Local Government's utility infrastructure such as water and sewer facilities, where available.

Where a Local Government has provided authorization to BCAA to access and use the Core Data described in Section 4.12, this Agreement provides the authority for the ICI to access the information and data directly from BCAA and provide the information and data through the Datastore.

Provision of Utility Core Data

Each Utility will provide to the Datastore, in electronic form and to a standard reasonably acceptable to the ICI, Core Data consisting of information and data on the location of their utility infrastructure, where available, which it has created, managed and owns.

Schedule for Provision of Core Data

Members required providing Core Data shall provide the required Core Data in accordance with the schedule set out in Attachment B to this Agreement.

Where any Core Data is not reasonably available to permit compliance by a Member in accordance with the schedule set out in Attachment B, the ICI Board may revise the schedule, as it applies to the Member.

Provision of Value Added Data

In addition to the Core Data a Member is required to provide under this Agreement, the Member may at any time provide to the Datastore any Value Added Data, as agreed to by the ICI Board.

Data Provided on "As Is" Basis

Each Data User accepts the use of all information and data in the Datastore on an "as is, and with faults" basis. The Data Providers do not warrant or guarantee the accuracy, completeness or reliability of any such information and data and assume no liability whatsoever to any one or more of the Data Users in connection with the use by the Data Users of any information or data obtained from the Datastore.

Each Data User waives any right it may have to claim damages or pursue any other remedy against any one or more of the Data Providers, as a result of any inaccuracy, error, omission or incompleteness in information or data obtained from the Datastore.

Indemnity

Each Data User (each an "Indemnitor") will indemnify and save harmless the ICI and each Data Provider and their respective directors, officers, employees, contractors, agents and representatives (each an "Indemnitee") from and against all damages, losses, costs and expenses, claims, actions, cause of action that the Indemnitee may sustain, incur, suffer or be put to at any time, which are based upon, arise out of or occur, directly or indirectly, by reason of or in connection with improper use or disclosure by the Indemnitor, or any of its directors, officers, employees, contractors, agents or representatives, of the Indemnitee's data obtained from the Datastore, including any improper sale, licensing, loan, gifting or disposition in any manner whatsoever by the Indemnitor, or any of its directors, officers, employees, contractors, agents or representatives, of the Indemnitee's data obtained from the Datastore to third parties.

DATA MAINTENANCE AND ACCESS

General

Subject to Section 4.03, the information and data supplied to the Database under this Agreement will be maintained by the Data Providers and accessed by the Data Users through the Datastore. Until such time as the ICI has negotiated an arrangement with a Service Provider, the physical infrastructure, software and related licensing will be provided for these purposes by the Partnership Secretariat.

Responsibilities of the ICI

The ICI will:

retain services through a Service Provider on behalf of Members, for the storage, security and distribution of all data maintained in the Datastore;

develop and own automated data distribution software for "push" or "pull" of the data in the Datastore to ensure effective access to information for the benefit of Members; this software will be licensed to the Service Provider to be used exclusively to perform the services to the ICI. The software will support translations of data to standard platforms as determined by the Board of Directors of the ICI;

develop and manage a service level agreement with the Service Provider to ensure the establishment, implementation and maintenance of performance standards on behalf of Members;

establish an effective business relationship between the ICI, the Partnership Secretariat, and the Service Provider to ensure that during the term of this Agreement there are effective data flows between the assembly, maintenance, storage and distribution of the data;

maintain a registry of all Members and Added Parties with copies of the signed Data Sharing and Licensing Agreements and signed Attachments C; and

use reasonable efforts to ensure compliance with the schedule for submission of data by the Data Providers set out in Attachment B, as the same may be modified from time to time.

Responsibilities of the Province

The Province, through the Partnership Secretariat, will:

maintain a server to house the integrated or linked datasets until such time as the ICI can negotiate and implement an arrangement with a Service Provider on the understanding that the ICI will apply its best efforts to establish this service as soon as possible;

provide access to the datasets on request by a Member, only until the ICI has a Service Provider in place. The schedule and procedures are to be established by agreement of the Member and the ICI;

provide data by either a CD or FTP data transfer of the data required from the Datastore;

link cadastral compilation and integration activity with work done by BCAA and provide services to the ICI through the five year development period for data integration, assembly, and quality assurance to meet the standards and specifications established by the ICI;

develop, at the direction and within the budget established and provided by the Board of Directors of the ICI, the software tools for integration and synchronization of Land Titles, Assessment and Tantalus information into the Datastore. This work will also include the development of software tools to streamline update and maintenance of the parcel fabric and related datasets; and

endeavour to provide any other datasets that may add useful value to the users of the corporate fabric.

Local Government Responsibilities

The Local Governments will:

provide to the ICI, digital information on cadastral fabric for inclusion into the Datastore on the basis of the schedule outlined in Attachment B. These data will be maintained and made available according to ICI standards;

where digital data to ICI standard is not available, provide data and information to the Service Provider for the creation of a digital cadastre on the understanding that the product will be available to ICI and integrated in the corporate fabric;

maintain, in a manner and to a standard reasonably acceptable to ICI, the cadastral fabric for their jurisdiction as changes occur in keeping with the standards and specifications of the Datastore;

provide updates to the cadastral fabric on an agreed upon schedule to the ICI for inclusion into the corporate fabric; and

endeavour to provide Value Added Data of value to Members, such as zoning boundaries for inclusion into the Datastore on the basis of the schedule outlined in Attachment C. This data will be maintained and made available according to ICI standards.

Utility Responsibilities

Each of the Utilities will:

provide to the ICI the digital information on location of utility infrastructure for inclusion into the Datastore on the basis of the schedule outlined in Attachment B. This data will be maintained and made available according to ICI standards;

maintain the utility infrastructure location information as changes occur in keeping with the standards and specifications of the Datastore;

provide updates on an agreed upon schedule to the ICI for inclusion into the corporate fabric; and

endeavour to provide any other datasets that may add useful value to the users of the corporate fabric.

HARDWARE AND SOFTWARE

Each Data Provider will be responsible for the acquisition, operation and installation of any and all hardware and/or software required by that Data Provider for the maintenance of its data, and each Data User will be responsible for the acquisition, operation and installation of any and all hardware and/or software required by that Data User for the use and application of the data from the Datastore for its Internal Purposes.

Each Data User and Data Provider will adhere to the security policies and procedures regarding the Datastore as may be established from time to time by the ICI Board.

DATA MANAGEMENT CONSIDERATIONS

Each Data Provider will endeavour to continue to improve the quality, completeness, accuracy and reliability of its Datastore information and data.

Each Data User will communicate to the ICI during the term of this Agreement any and all data errors, omissions, or inaccuracies that are encountered in working with the data and each Data

Provider will correct such errors, omissions and inaccuracies its Datastore information and data promptly upon request by ICI. This feedback is intended to increase data quality.

A technical working group, consisting of representatives of the Provincial Government, the Local Governments and the Utilities and reporting to the ICI Board, will develop spatial data standards, processes for spatial adjustments required to maintain consistency of the datasets across and within local government areas, maintain a metadata system to track data quality and control.

CONTACTS

The General Manager will administer this Agreement, except that until the General Manager is appointed, the Partnership Secretariat will be the contact for all purposes of this Agreement. Until a General Manager is appointed, all references to the General Manager in this Agreement will be deemed to be references to the Partnership Secretariat .

One of the purposes of this Agreement is to provide a single window between the ICI and Members. In the event that a Member is approached for data sharing by a non-Member organization, the request should be referred to the General Manager.

Upon execution of this Agreement, each of the Members will provide the name and address of a person responsible for administering this Agreement, on its behalf, to the General Manager.

WITHDRAWAL AND TERMINATION

Any Member may withdraw from membership in the ICI at any time upon notice in writing in accordance with the ICI Constitution and Bylaws and, subject to Section 9.03, this Agreement, including the Member's right of access to the Datastore and the license to use the information and data in the Datastore, shall be deemed terminated with respect to that Member effective immediately upon receipt of the Member's notice of withdrawal by the ICI Board, or as of such later time as the Member's notice may specify.

Termination

Without in any way limiting the ICI Constitution and Bylaws, the ICI Board may terminate member's membership in ICI if the Member is in default of any of the terms and conditions of membership in ICI or any of its obligations under this Agreement and does not rectify, remedy or cure that default within two (2) months of being given written notice thereof by the ICI Board. Subject to Section 9.03, this Agreement, including the Member's right of access to the Datastore, shall be deemed terminated with respect to that member immediately upon the expiry of the 2 month curing period specified above, or such longer curing period as the ICI Board may expressly permit.

Notwithstanding the termination of this Agreement with respect to any Member in accordance with Sections 9.01 or 9.02,

all information and data of the Member in the Datastore will continue to be maintained by that member in accordance with this Agreement for two (2) months after the effective date of withdrawal or termination. At the end of the two (2) month period, the Member will have no further responsibilities for maintenance of the data;

sections 4.18 and 4.19 will continue to apply to Data Users; and

the Data Provider's warranties and representations and non-disclosure, confidentiality and indemnity obligations under this Agreement shall survive the termination of this Agreement.

Termination of this Agreement with respect to any other party will not affect the validity or enforceability of this Agreement in respect of the other remaining parties.

TERM

The term of this Agreement will, notwithstanding the actual date of execution and delivery of this Agreement, commence on the date and year first above written and will end on December 31, 2006, unless extended by mutual agreement of the Members.

Membership in the ICI becomes effective when a Member has executed this Agreement and applicable fees are paid in full.

ADDITIONAL PARTIES

The Members agree that Local Governments, corporations and other entities that execute and deliver to the General Manager agreements, in the form of Attachment C, will become parties to this Agreement as if they had executed and delivered this Agreement.

MISCELLANEOUS

This Agreement will inure to the benefit of and be binding upon the Members hereto and their respective successors and permitted assigns.

Each of the Member will, upon the reasonable request of ICI, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatsoever for the better or more perfect attainment of the stated purposes of this Agreement.

No waiver by any Member of a breach or default by any other Member in the observance, performance or compliance of any of its obligations under this Agreement will be effective unless it is in writing. No such waiver will be deemed or construed to be a waiver of any other breach or default and failure or delay on the part of either Member to complain of an act or failure of the other Member or to declare such other Member in default, irrespective of how long such failure or delay continues, will not constitute a waiver by such Member of any of its rights against the other Member.

If any provision of this Agreement or the application thereof to any Member or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other Member or circumstance will not be affected or impaired thereby and will be valid and enforceable to the extent permitted by law.

This Agreement may only be amended in accordance with the bylaws of ICI.

No Member will, without the prior written consent of the ICI Board, assign this Agreement or any or all of its obligations under this Agreement. Such consent will not be unreasonably withheld.

Notwithstanding any other provision of this Agreement, the provisions of sections 4.18, 4.19 and 4.20 will survive the expiration or sooner termination of this Agreement.

INTERPRETATION

A reference in this Agreement:

to a statute whether or not that statute has been defined, means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment passed in substitution therefor or in replacement thereof; and

to any other agreement between the parties means that other agreement as it may be amended from time to time by the parties.

The headings or captions in this Agreement are inserted for convenience only and do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement.

The Attachments to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

This Agreement will be read and construed with such changes in gender and number, as the context requires.

This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.

REPLACEMENT OF EARLIER AGREEMENT

Effective DATE, the "INTEGRATED CADASTRAL INITIATIVE DATA SHARING AND LICENSING AGREEMENT" so entitled and dated September 1, 2000 is replaced and superseded by this Agreement.

IN WITNESS WHEREOF the Members have executed this Agreement,

SIGNED on behalf of Her Majesty the Queen in right of the Province)
of British Columbia by a duly authorized representative of the Partnership)
Secretariat, Ministry of Sustainable Resource Management)
in the presence of:)

_____) _____
(Witness) For Her Majesty the Queen in Right
of the Province of British Columbia

BC Gas Utility Ltd.

By: _____

British Columbia Hydro and Power Authority

By: _____

Centra Gas British Columbia Inc.

By: _____

Shaw Cablesystems G.P.

By: _____

TELUS Communications Inc. and
TELUS Communications (B.C.) Inc.

By: _____

Westcoast Energy Inc.

By: _____

Attachment A

Examples of the use of Core Data and Value Added Data by Members in publicly accessed web sites that would be acceptable include:

a Utility Company publishing on its web site, maps of its service area. The map could show areas currently serviced and planned completion dates for other areas. The intent would be to provide a simple means of access for customers to know if they are in an existing service area or when they may be able to expect to apply for access. The information from the Datastore would be used as a backdrop for the Utility Company information. While a user could do a screen print, there would be no provision for download of cadastral or other data from the Datastore;

a Local Government uses the cadastral base to highlight zoning or subdivision bylaw amendments under consideration by council, as a backdrop for zoning, or to illustrate other administrative boundaries. The site would not provide services to download spatial data; and

Elections British Columbia publishes a map of electoral boundaries of British Columbia on its web site. The cadastral base could be used as an image backdrop to show lots and streets to help users orient themselves to particular locations. Other parties may use the cadastre to illustrate the many other administrative boundaries used to define areas of interest.

Attachment B

Following is an example of a schedule for providing information or data to the ICI.

Data Compilation Area	Date Integrated Fabric to be Available	Date (Utility Company) Data to be Available
CRD Municipalities	Completed Nov. 2000	July 2001
CVRD Municipalities		
GVRD Municipalities		
City of Vancouver		

_____ hereby agrees to provide data updates to the ICI on the data on
(Name of Member) a periodic basis, allowing for an even flow of new data and to be completed by YY/MM/DD.

This schedule may be amended from time to time by mutual agreement of the ICI and the Member.

Both Members recognize that delays in completing the ICI integrated parcel fabric will impact the ability of the Member to complete their data conversion as scheduled. In the spirit of the objectives of the ICI, both THE PARTNERSHIP SECRETARIAT as the data integrator during the development phase and the Member will utilize their best reasonable efforts to meet the schedule as outlined above.

The ICI Board has the authority to determine if the Member is in compliance with the provisions of this schedule. The ICI Board can then take appropriate action.

(Consideration: Optional clause for clarification for Utility Company Members:

_____ hereby agrees to provide information on the location of its in-ground
(Name of Member) and overhead infrastructure, to the standards established by the ICI on a schedule outlined in the table above.)

Attachment C

AGREEMENT

To: The parties to the "Integrated Cadastral Information Society Data Sharing and Licensing Agreement" so entitled and dated DATE (the "ICI Agreement")

From: _____ (the "Added Party")
(Name of Organization)

In consideration of the premises and the covenants and agreements set out in this Agreement and the ICI Agreement and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the Added Party), the Added Party agrees as follows:

The Added Party agrees to be bound by the terms and conditions of the ICI Agreement as a party to the ICI Agreement as if the Added Party had executed and delivered the ICI Agreement.

The Added Party represents and warrants to the parties to the ICI Agreement with the intent that they will rely thereon, that this Agreement and the ICI Agreement are valid and binding on the Added Party and enforceable against the Added Party in accordance with their respective terms.

This Agreement will be of no force or effect unless and until the Added Party becomes a Member in accordance with the ICI Constitution and Bylaws, as the same may be amended from time to time.

The Added Party agrees to provide ICI with the following information and data by:
Schedule/Table of name of data and delivery date

Dated and effective this _____ day of _____, 200_.

(Name of Organization)

By Authorized Signatory: _____

Print Name _____

Print Title _____

10.2 Constitution and Bylaws of the Integrated Cadastral Information Society Constitution

1. The name of the society is the Integrated Cadastral Information Society.
2. The purpose of the society is to develop, maintain and distribute a common province-wide cadastral fabric and other related data sets for the use of members of the Society. On dissolution of the Society, its assets will be transferred to an organization that will continue to promote the objectives for which the Society was established. This provision is alterable.

Bylaws

Part 1 — Interpretation

1. 1.1 In these bylaws, unless the context otherwise requires:
 - "directors" means the directors of the society for the time being;
 - "*Society Act*" means the Society Act of British Columbia from time to time in force and all amendments to it;
 - "registered address" of a member means the member's address as recorded in the register of members.
- 1.2 The definitions in the *Society Act* on the date these bylaws become effective apply to these bylaws.
2. Words importing the singular include the plural and vice versa, and words importing a male person include a female person and a corporation.

Part 2 — Membership

3. The membership of the Society shall consist of four classes of members:
 - 3.1 The Local Government Class shall consist of:
 - a) municipalities or regional districts as defined in the *Local Government Act*
 - b) City of Vancouver
 - c) any local government body as defined in the *Freedom of Information and Protection of Privacy Act*.
 - 3.2 The Provincial Government Class shall consist of any ministry, agency or crown corporation of the Province of British Columbia except B.C. Hydro and B.C. Rail, which shall be considered to be utilities for purposes of membership in the Society.
 - 3.3 The Utility Class shall consist of any organization operating within the province of British Columbia which has as its purpose the installation and operation of physical infrastructure to provide power, telecommunications, oil and gas transmission and distribution and rail services and are regulated under any of the following agencies and/or Acts:
 - British Columbia Utilities Commission
 - Canadian Radio/Television and Telecommunications Commission
 - National Energy Board
 - Railway Act of Canada*
 - Railway Act of British Columbia*and shall consist of two subclasses:
 - 3.3.1 Founding Utility Members shall be the following:
 - BC Gas Inc.

British Columbia Hydro and Power Authority
Centra Gas British Columbia Inc.
Shaw Cablesystems G.P.
TELUS Communications Inc. and TELUS Communications (B.C.) Inc.
Westcoast Energy Inc.

and includes the successors of any of them

3.3.2 Regular Utility Members shall be all other utilities.

3.4 Associate Members, which shall consist of organizations whose activities and interests are consistent with the purposes of the Society.

4 The directors shall establish terms and conditions of membership in the Society and the terms of the data sharing and licensing agreement.

5 An organization may apply for membership in the Society and on acceptance by the directors is a member.

6 Every member must uphold the constitution and comply with these bylaws and the terms and conditions of membership.

7 An organization ceases to be a member of the Society

7.1 by delivering its resignation in writing to the secretary of the Society or by mailing it to the address of the Society;

7.2 on dissolution of the member organization;

7.3 on being expelled by a resolution of the directors.

8 All members are in good standing except a member that has failed to comply with the terms and conditions of membership.

Part 3 — Meetings of Members

9 General meetings of the society must be held at the time and place, in accordance with the *Society Act*, that the directors decide.

10 Every general meeting, other than an annual general meeting, is an extraordinary general meeting.

11 The directors may, when they think fit, convene an extraordinary general meeting.

12 12.1 Notice of a general meeting must specify the place, day and hour of the meeting, and, in case of special business, the general nature of that business.

12.2 Not less than fourteen (14) days written notice of a general meeting must be given to members.

12.3 The accidental omission to give notice of a meeting to, or the non-receipt of a notice by, any of the members entitled to receive notice does not invalidate proceedings at that meeting

Part 4 — Proceedings at General Meetings

13 The directors must place the following before each annual general meeting of the Society:

the financial statement;

the report of the directors;

the election of directors;

Any special business.

14 A quorum shall be three (3) members from each of the Local Government Class, the Provincial Government Class and the Utility Class.

- 15 Subject to bylaw 16, the president of the society, the first vice president, second vice-president or, in their absence, one of the other directors present, must preside as chair of a general meeting.
- 16 If at a general meeting
There is no president, vice president or other director present within 15 minutes after the time appointed for holding the meeting, or
the president and all the other directors present are unwilling to act as the chair,
the members present must choose one of their number to be the chair.
- 17 17.1 A member in good standing present at a meeting of members is entitled to one vote in accordance with the provisions of these bylaws.
17.2 Voting is by show of hands unless a secret ballot is requested by half of the voting members present.
17.3 Voting by proxy is not permitted.
17.4 Associate Members shall not have a voting right.
- 18 A Local Government Class, Provincial Government Class or Utility Class member may vote by its authorized representative, who is entitled to speak and vote, and in all other respects exercise the rights of a member, and that representative must be considered as a member for all purposes with respect to a meeting of the society.
- 19 The objective of the Society is to balance the interests of classes of members and, therefore, decisions should be based on consensus among the three classes of regular members.

Part 5 — Directors and Officers

- 20 The directors may exercise all the powers and do all the acts and things that the society may exercise and do, and that are not by these bylaws or by statute or otherwise lawfully directed or required to be exercised or done by the society in a general meeting
- 21 21.1 The number of directors shall be fifteen (15) [Society Act says 5 or more]divided equally among the three classes of members
21.2 The directors representing the Local Government Class shall be appointed jointly by the Union of British Columbia Municipalities, the Local Government Management Association, and the Municipal Information Systems Association.
21.3 The directors representing the provincial government shall be appointed by the Minister responsible for the *Land Act*
21.4 The directors representing the Utility Class shall be elected as follows:
three (3) to be elected by the Founding Utility Members Sub-Class
two (2) to be elected by all Utility Class Members
21.5 At the first Annual General Meeting, three (3) directors representing each class shall be elected/appointed for a three (3) year term and two (2) directors representing each class shall be elected/appointed for a two (2) year term.
21.6 At each Annual General Meeting after the first Annual General Meeting the directors elected to fill vacant positions shall be elected for a two (2) year term.
21.7 The directors must retire from office at the annual general meeting when their successors are elected.
21.8 An election may be by acclamation, otherwise it must be by ballot.

21.9 If a successor is not elected, the person previously elected or appointed continues to hold office.

22 The directors may, from time to time, elect up to three (3) non-voting directors for a term of one (1) year.

23 23.1 The directors representing each class of members shall, at their first meeting after the annual general meeting, designate one of their number from among whom the president, first vice president and second vice-president shall be elected.

23.2 The directors shall elect at their first meeting after the annual general meeting, from among the three directors designated in accordance with section 23.1, the president, first vice-president and second vice-president and, from among the other directors, a treasurer.

24 24.1 The directors from each class may at any time and from time to time elect a member from among that class of members, as a director to fill a vacancy in the directors representing that class.

24.2 A director so appointed holds office until the conclusion of the unexpired term of the director he/she has replaced.

25 An act or proceeding of the directors is not invalid merely because there is less than the prescribed number of directors in office.

26 The directors may, by resolution, remove a director, before the expiration of his or her term of office, and may elect, in accordance with section 24.1, a successor to complete the term of office.

27 A director must not be remunerated by the Society for being or acting as a director but a director may be reimbursed for all expenses necessarily and reasonably incurred by the director while engaged in the affairs of the society.

28 The Society will purchase and maintain insurance for the benefit of a director against personal liability incurred by him or her as a director.

Part 6 — Proceedings of Directors

29 29.1 The directors may meet at the places they think fit to conduct business, adjourn and otherwise regulate their meetings and proceedings, as they see fit.

29.2 The quorum shall consist of a majority of the directors representing each of the three classes of members.

29.3 The president is the chair of all meetings of the directors, but if at a meeting the president is not present within 30 minutes after the time appointed for holding the meeting, the first vice president must act as chair, but if neither is present the directors present may choose one of their number to be the chair at that meeting.

29.4 A president may at any time, and the secretary, on the request of three (3) directors, must, convene a meeting of the directors.

29.5 Not less than five (5) days notice, by written or electronic means, must be given to directors.

29.6 Notwithstanding subsection 29.5, notice may be waived by a resolution approved by 80% of the directors, including three representing each of the Classes of members

30 For a first meeting of directors held immediately following the appointment or election of a director or directors at an annual or other general meeting of members, or for a meeting of the directors at which a director is appointed to fill a vacancy in the directors, it is not necessary to give notice of the meeting to the newly elected or appointed director or directors for the meeting to be constituted, if a quorum of the directors is present.

31 31.1 Questions arising at a meeting of the directors or committee of directors, other than those listed in subsection 31.2, must be decided by a majority of votes.

31.2 Questions involving:
changes to the constitution and bylaws,
the budget and related financial matters,
policies concerning access to and distribution of data,
data sharing and licensing agreements and
policies concerning terms and conditions of membership,

must be decided by a majority of the votes of each class of members present.

31.3 In the case of a tie vote, the chair does not have a second or casting vote.

32 A resolution proposed at a meeting of directors or committee of directors need not be seconded, and the chair of a meeting may move or propose a resolution.

33 A resolution in writing, signed by all the directors and placed with the minutes of the directors, is as valid and effective as if regularly passed at a meeting of directors.

34 34.1 The directors may delegate any, but not all, of their powers to committees consisting of the director or directors as they think fit.

34.2 A committee so formed in the exercise of the powers so delegated must conform to any rules imposed on it by the directors, and must report every act or thing done in exercise of those powers to the earliest meeting of the directors held after the act or thing has been done.

35 The directors may appoint a chair or a committee must elect a chair of its meetings, but if no chair is appointed or elected, or if at a meeting the chair is not present within 30 minutes after the time appointed for holding the meeting, the directors present who are members of the committee must choose one of their number to be the chair of the meeting.

36 The members of a committee may meet and adjourn as they think proper.

37 An executive committee composed of the president, first vice-president, second vice-president and treasurer shall be established by the directors at their first meeting after the Annual General Meeting

Part 7 — Duties of Officers

38 38.1 The president presides at all meetings of the society and of the directors.

38.2 The president is the chief executive officer of the society and must supervise the other officers in the execution of their duties. [The president must supervise the Board]

39 The first vice president or, in his or her absence, the second vice-president, must carry out the duties of the president during the president's absence.

40 The treasurer must

(a) keep the financial records, including books of account, necessary to comply with the *Society Act*, and

(b) render financial statements to the directors, members and others when required.

41 The Executive Committee shall appoint a general manager who shall carry out the duties of the secretary, including:

(a) conduct the correspondence of the society;

(b) issue notices of meetings of the society and directors;

- (c) keep minutes of all meetings of the society and directors;
- (d) have custody of all records and documents of the society, other than those required to be kept by the treasurer;
- (e) maintain the register of members;
- (f) assist the treasurer in his/her duties;
- (g) carry out such other duties as may be assigned by the president.

Part 8 — Borrowing

- 42 In order to carry out the purposes of the society the directors may, on behalf of and in the name of the society, raise or secure the payment or repayment of money in the manner they decide, and, in particular but without limiting that power, by the issue of debentures.
- 43 A debenture must not be issued without the authorization of a special resolution.

Part 9 – Notices

- 44 A notice may be given to a member, either personally or by mail to the member at the member's registered address.
- 45 A notice sent by mail is deemed to have been given on the second day following the day on which the notice is posted, and in proving that notice has been given, it is sufficient to prove the notice was properly addressed and put in a Canadian post office receptacle.
- 46 Notice of a general meeting must be given to every member shown on the register of members on the day notice is given

Part 10 — Constitution and Bylaws

- 47 On being admitted to membership, each member is entitled to, and the society must, upon request, give the member without charge, a copy of the constitution and bylaws of the society.
- 48 The constitution and bylaws of the Society may be amended by a special resolution proposed by the directors and approved by a 75% majority of the members.

Dated this _____ Day of _____, _____.

WITNESS APPLICANTS FOR INCORPORATION

R Perch
23 Blaugh Place
Sidney, British Columbia
V0V 0V0
G Sockeye
36 Blaugh Drive
Victoria, B.C. V0V 0V0

J. Herring
10 Blaug's Blaug Rd.
Victoria, B.C. V0V 0V0
N. Salmon
80 Blaug Avenue
Burnaby, B.C. V0V 0V0

11.0 GeoAlliance Best Practices Document (Link)

http://www.geoall.net/docs/lessons_from_practice.pdf

12.0 Key People Contacted

The following people were contacted about their data sharing experiences.

Best Practices

- Dr. Zorica Nedovic-Budic, Department of Urban and Regional Planning, University of Illinois at Urbana-Champaign
- Dr. Jeff Pinto, School of Business, Pennsylvania State University
- Randall Johnson, AICP, MetroGIS Policy/Staff Coordinator, MetroGIS, St. Paul, Minnesota
- Donna Humphries, Senior Project Manager, Partnership Branch, Integration and Partnerships Office, Province of BC
- Marc LeMaire, Technical Secretary, GeoConnections, Framework Data Node, Ottawa
- Alan R. Stevens, PhD, International Program Coordinator, Federal Geographic Data Committee (FGDC), Global Spatial Data Infrastructure (GSDI) Secretariat

Governance Model

- Dawn Miller, Executive Director, Innovation Resource Centre, Prince George, BC
- Ele Gibson, Resource Development Manager, Bissell Centre, Edmonton, Alta.
- John Dungate, LLB, Partner, Dungate and Co, Prince George, BC