

	<b>DISTRIBUTION OF SPATIAL INFORMATION AGREEMENT</b>	DOC NO	CPnD/GIS/CM/ 7.5.1/1 WP 20/1
		ISSUE DATE	2013-11-28
		REV DATE	2019-03-22
		REV NO	3

SINCE \_\_\_\_\_ (referred to as the “APPLICANT”) has requested the City of Tshwane Metropolitan Municipality (referred to as “THE CITY OF TSHWANE to make available to the APPLICANT certain geo-data (spatial and non-spatial datasets) from the Corporate Geographic Information System (GIS) (referred to as the INFORMATION); and since the CITY OF TSHWANE has decided, subject to the following conditions, to make the INFORMATION available:

THEREFORE:

The APPLICANT represented by \_\_\_\_\_ in his or her capacity of \_\_\_\_\_ and being duly authorized to do so by the APPLICANT, accept that the INFORMATION is hereby made available under the following conditions:

**LICENCE AND COPYRIGHT**

1. The CITY OF TSHWANE hereby grants to the APPLICANT a non-exclusive, non-transferable license to use the INFORMATION subject to the terms and conditions of this Agreement and in accordance with the purpose specified in the “Request for Spatial Information”.
2. The APPLICANT acknowledges that all intellectual property rights in respect of the INFORMATION and the associated database structures, as well as all copyrights regarding the modification, distribution and reproduction of the INFORMATION resides with the CITY OF TSHWANE as owner of the INFORMATION. The APPLICANT may under no circumstances amend, alter or edit the INFORMATION. The APPLICANT must use the data “as is” in its original database schema.
3. If the INFORMATION is used in conjunction with any other geo-data, or value is added in any way to the INFORMATION, and the INFORMATION is used for the purpose of map production, publication or any other form of visualization, the APPLICANT undertakes to clearly acknowledge and display THE CITY OF TSHWANE’s proprietary rights concerning the original INFORMATION by including the official logo of the CITY OF TSHWANE and adding the words, “Portions of this work include intellectual property of the CITY OF TSHWANE and are used by permission. Copyright and all rights reserved by the CITY OF TSHWANE”.
4. The APPLICANT may only make copies of the INFORMATION for backup purposes. No other copies are allowed.
5. The APPLICANT may not make the INFORMATION available in any way whatsoever to any other individual, organization or third party without express written permission from The CITY OF TSHWANE.
6. If the APPLICANT has been appointed by the CITY of TSHWANE, or where an additional agreement has been reached, the APPLICANT acknowledges that, on completion of the project for which the INFORMATION was required, the value-added geo-spatial data created by the APPLICANT (derived from any or all of the INFORMATION), together with the associated metadata, must be made available to THE CITY OF TSHWANE in a format as stipulated by the CITY OF TSHWANE. A CITY of TSHWANE appointed APPLICANT must comply with the objectives and requirements of the attached *Geospatial Data Standardisation Guidelines* document.
7. The APPLICANT acknowledges that THE CITY OF TSHWANE has the right to monitor the value added to the INFORMATION in terms of the project referred to in the “Request for Spatial Information”.

**LIMITED LIABILITY**

8. The APPLICANT understands and acknowledges that the INFORMATION provided is subject to constant

change and that its accuracy and currency cannot be guaranteed.

9. Should the APPLICANT discover errors in the INFORMATION the APPLICANT undertakes to refer such errors, together with supporting documentation verifying the corrections to be made, back to THE CITY OF TSHWANE.
10. The INFORMATION supplied by the CITY OF TSHWANE will include the Metadata documentation if available.
11. The CITY OF TSHWANE guarantees that, if it supplies the disk on which the INFORMATION is recorded, the disk is free from defects under normal use and service for a period of 90 days from the date of delivery. The CITY OF TSHWANE's entire liability shall be the replacement of the disk which must be returned to the CITY OF TSHWANE. Any other failure of the disk resulting from accident, abuse or incorrect usage, as determined by the CITY OF TSHWANE, shall not be the responsibility of the CITY OF TSHWANE.
12. The APPLICANT releases THE CITY OF TSHWANE from and indemnifies it against any and all claims of any kind whatsoever, or any other rights of entitlement, which may arise directly or indirectly from the APPLICANT'S use of, or the inability to use, the INFORMATION resulting in damage or loss of any kind by the APPLICANT.

### GENERAL

13. For purposes of the Agreement the CITY OF TSHWANE will be represented by The Director: Corporate Information Management, or his successor in Title.
14. THE CITY OF TSHWANE will not be obligated to redistribute geo-data that it hosts but for which it is not the custodian, or if it is deemed that the geo-data are confidential for reasons of public safety or the protection of privacy.
15. The provisions of this Agreement are separable, and in the event of any provision being unenforceable or invalid for whatever reason, the remaining provisions shall remain in full force and effect.
16. Should the APPLICANT fail to comply with the terms of conditions of this Agreement, then the CITY OF TSHWANE shall be entitled, upon written notice of this occurrence to the APPLICANT, to cancel this Agreement. In such an event the INFORMATION and all copies thereof shall be returned to the CITY OF TSHWANE within 30 days after the termination of this Agreement. Furthermore, the APPLICANT shall remove all references to the INFORMATION, including the INFORMATION itself, from all stored sources hosted by the APPLICANT.
17. The APPLICANT chooses as his/her domicilium citandi et executandi the following address to which all correspondence will be sent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
18. This agreement embodies the entire agreement between the APPLICANT and THE CITY OF TSHWANE. The APPLICANT agrees that there are no representations, statements, promises, inducements, understandings, collateral agreement or conditions, except as expressed herein. No additional changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid, unless specified in writing and approved by THE CITY OF TSHWANE and signed by the APPLICANT.

I, the undersigned, \_\_\_\_\_ in my capacity as \_\_\_\_\_ declare that the APPLICANT has duly authorized me to sign this document on behalf of the APPLICANT.

SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
APPLICANT