

# United Nations Integrated Geospatial Information Framework Policy and Legal Resource Kit

*(a reference and a resource, and where appropriate, adapt and tailor to national circumstances when implementing the Integrated Geospatial Information Framework and improving data sharing and exchange at the country-level)*



UN-GGIM

WORKING GROUP ON POLICY AND LEGAL FRAMEWORKS  
FOR GEOSPATIAL INFORMATION MANAGEMENT



## United Nations Integrated Geospatial Information Framework

### *Strategic Pathway 2: Policy and Legal*

This strategic pathway establishes a robust policy and legal framework that is essential for instituting effective, efficient and secure management and exchange of geospatial information - nationally and sub-nationally. The objective is to address current policy and legal issues by improving the policies and laws associated with, and having an impact on, geospatial information management. This is achieved by proactively monitoring the policy and legal environment, including mandating responsibility for the production of data, and keeping abreast of issues and challenges arising from the evolving, innovative and creative use of geospatial information and emerging technologies.



**UN-GGIM**  
UNITED NATIONS  
COMMITTEE OF EXPERTS ON  
GLOBAL GEOSPATIAL  
INFORMATION MANAGEMENT

The United Nations Committee of Experts on Global Geospatial Information Management (UN-GGIM) at its Twelfth Session from 3 – 5 August 2022, in its decision 12/112 - Policy and legal frameworks, including issues related to authoritative data, noted the continuing efforts of the Working Group on Policy and Legal Frameworks for Geospatial Information Management to align its work plan and activities with the Integrated Geospatial Information Framework (IGIF) through the completion of the policy and legal resource kit, which includes model legal instruments (including an agreement, a policy, and a legislation) to which Member States can refer and where appropriate, adapt and tailor to their national circumstances when implementing the IGIF and improving data sharing and exchange at the country-level.

The preparation of this resource kit was coordinated by the UN-GGIM Secretariat, United Nations Global Geospatial Information Management Section, Statistics Division, Department of Economics and Social Affairs. The UN-GGIM Secretariat acknowledges with appreciation the substantive contributions of the Centre for Spatial Law and Policy and the Working Group on Policy and Legal Frameworks for Geospatial Information Management.

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## Resource to facilitate data sharing and exchange

The Working Group of Policy and Legal Frameworks for Geospatial Information Management analyzes complex policy and legal issues in geospatial information, and to support the implementation of the United Nations Integrated Geospatial Information Framework (IGIF). In this regard, the IGIF Implementation Guide assists and provides countries with guidance and recommended actions to establish, strengthen or organize their national (or sub-national) arrangements towards sound and robust policy and legal frameworks for achieving the societal, environmental, and economic benefits from geospatial information management. These complex policy and legal issues relate to the availability, accessibility, and widest application of geospatial information.

The Centre for Spatial Law and Policy together with the Working Group and the Secretariat embarked on an initiative to prepare and develop draft legal instruments (agreement, policy, legislation) as resources that Member States can consider, adapt, and tailor to their national (or sub-national) circumstances when implementing the IGIF. The context being to promote data sharing and exchange, and improve the availability, accessibility, and usability of geospatial information.

This resource, a Policy and Legal Resource Kit, includes:

- a) annotated geospatial information sharing agreement;
- b) form geospatial information management policy; and
- c) model geospatial information management legislation

as resource materials. The resource kit will supplement the guidance and recommended actions within the IGIF Implementation Guide – Strategic Pathway 2, support the development of country-level Action Plan, and the implementation of the IGIF.

The Policy and Legal Resource Kit must not be a case of ‘cut-paste-use’. Importantly, the resource materials are meant to be considered together with national legal experts, adapted and tailored to national circumstances including appropriate national or sub-national policy and legal frameworks.

**B L A N K P A G E**

## **Annotated Geospatial Information Sharing Agreement**

### Background

The Annotated Geospatial Information Sharing Agreement provides national geospatial information management authorities, or related agencies, with a form of legal document by which geospatial data can be shared within and across government if the government chooses not to share data under one of the existing licenses for sharing Open Data. Provided as a generic Agreement, it includes examples of contractual language that aligns with each of the elements listed in the [Compendium on Licensing of Geospatial Information](#), published by UN-GGIM and provides multiple options for alternative language that could be used, depending upon the type of geospatial data being shared and the intended use. This Agreement, with many options provided, including descriptive footnotes, is intended to serve as a resource that can be ‘adapted and tailored’ by national authorities/agencies and their legal personnel to suit their unique legal systems and contractual data requirements. Before beginning, the user is encouraged to read Strategic Pathway 2 of the United Nation’s Integrated Geospatial Information Framework (IGIF) for the role of a Geospatial Information Sharing Agreement in the context of a country’s policy and legal framework for geospatial information management.

### How to Use

Footnotes provide further information on the purpose of the various sections. A number of sections also contain bracketed language. Each bracket contains examples of commonly used legal terms that can be used. The appropriate legal term will depend upon a number of factors, including the type of geospatial information being shared, the intended use of the geospatial information and the existing legal framework within a country. **As some of these options are mutually inclusive, while others will be exclusive - or even in conflict - it is critical that you consult with a lawyer before using.** Therefore, this agreement contains a provision that it has been approved by appropriate legal counsel.

An example of one possible use of this agreement would be in a meeting between the leader of the primary government agency responsible for geospatial information management within a country, and a lawyer from within that agency. The agency leader explains that there is going to be a meeting later in the month between all agencies that collect or use geospatial information at the national level. The purpose of the meeting is to discuss the adoption of a master data sharing agreement to be used between the agencies so as to facilitate consolidated and consistent data sharing. The agency head will be attending and has asked for a briefing before the meeting on the elements of a data sharing agreement and the legal considerations based upon the attached annotated agreement provided in conjunction with the United Nations Integrated Geospatial Information Framework (IGIF). Topics to consider include potential issues that other agencies will raise based upon their respective geospatial information holdings, and their specific uses for geospatial information.

## **Geospatial Information Sharing Agreement<sup>1</sup>**

This Geospatial Information Sharing Agreement (this “**Agreement**”), effective as of [insert date] (the “**Effective Date**”), is by and between [Insert name of Geospatial Information Provider], a (“**Provider**”) and [insert name of Geospatial Information User][the Government Agencies executing on **Schedule 1**, each a] “**User**”). Provider and User may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

A. Provider<sup>2</sup> has [insert general type of geospatial information] described in **Exhibit A**<sup>3</sup> (the “**Geospatial Information**”); and

B. Provider desires to [license/share/transfer/distribute] the Geospatial Information to User, and User desires to [license/use/receive] the Geospatial Information from Provider, subject to the terms and conditions of this Agreement.

C. In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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<sup>1</sup> **This Annotated Geospatial Information Sharing Agreement is not legal advice. A party should obtain legal counsel before preparing the Agreement for use.**

<sup>2</sup> In some cases, a Provider may wish to include a statement that has proper rights in the Geospatial Information being licensed.

<sup>3</sup> One of the benefits of including a description of the Geospatial Information in a separate document is that it can be easier and quicker to revise or amend than if the description is included in the body of the Agreement.

**THIS AGREEMENT IS A LEGAL DOCUMENT AND SHOULD NOT BE USED WITHOUT CONSULTING A LAWYER**

**1. Rights Granted.**

(a) Rights Granted.<sup>4</sup> Subject to [compliance by User of all of the terms and conditions of this Agreement]<sup>5</sup>, Provider hereby grants User a non-exclusive, [worldwide, [royalty-free], [[non-]sublicensable<sup>6</sup>], and [[non-]transferable] [(except in compliance herein)<sup>7</sup> [right], [license] [during the Term] [in perpetuity] [unless otherwise terminated as set forth herein] to [use,] [copy,] [distribute,] [publish,] [alter,] [arrange,] [modify,] [extract,] [reuse,] [a substantial portion of] the Geospatial Information], [create [Derivative Products][and][Value-Added Products], as defined in Exhibit B<sup>8</sup>] [including any updates]<sup>9</sup> [solely] for [User’s internal use<sup>10</sup>][non-commercial purposes<sup>11</sup>][the uses set forth in **Exhibit B**<sup>12</sup>] [for all purposes not excluded by law] (the “Permitted Uses”).

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<sup>4</sup> This section describes the rights that the Provider grants to the User in the Geospatial Information. A Geospatial Information Sharing Agreement might simply grant the User the right to “use” the Geospatial Information. Alternatively, the Provider might want to specify which of the bundle of rights it has in the Geospatial Information are being granted. **If the Provider has licensed the Geospatial Information from a third party, it is imperative to make sure that it has the authority to grant the rights hereunder.** For further information on this issue, see Section 3.2 of the Compendium on the Licensing of Geospatial Information (“the Compendium”).

<sup>5</sup> To include if Provider wants the right to be able to terminate for User’s failure to comply with the Agreement.

<sup>6</sup> To make it clear whether User has the right to sublicense the Geospatial Information to a third party. A sublicense grants the User the right to license the Geospatial Information directly to a third party (but only to the extent of the rights granted to them by the Provider) without having to obtain the Provider’s approval.

<sup>7</sup> To make it clear whether User can transfer the rights granted in the Agreement to a third party.

<sup>8</sup> If Provider is granting User the right to create derivative products, it can be beneficial for the Parties to include a definition of what constitutes a Derivative Product. For example, a User of imagery may want clarification as to whether the Provider asserts that tracing or digitizing an image creates a Derivative Product.

<sup>9</sup> To be included if Exhibit A requires Provider to provide User updates or modifications to Geospatial Information.

<sup>10</sup> To be used if User can only use for internal operations, and not publish, share or display to third parties.

<sup>11</sup> To be used if User can publish or display, share or display to third parties, but not for commercial benefit. In such instances, it will be important to define “commercial benefit.”

<sup>12</sup> In some instances, it may be easier to set forth a description of Permitted Uses on an Exhibit – if for example it may be subject to change or negotiation between the parties. This is also an opportunity to list any “geospatial specific” uses – such as geo-coding. This Agreement contemplates a separate Exhibit for Permitted Uses, but it is also possible to include on Exhibit A.

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[(b) Use Restrictions.<sup>13</sup> Any purpose or use not specifically authorized herein is prohibited [unless otherwise agreed to in writing by Provider]. User shall only use the Geospatial Information for the Permitted Uses and shall not otherwise disclose, release, transfer, distribute, or deliver the Geospatial Information, or any portion thereof to a third party.]

(c) Reservation of Rights.<sup>14</sup> Provider reserves all rights not expressly granted to User in this Agreement. By way of example and not of limitation, nothing in this Agreement grants, to User or any third party, any intellectual property right, title, or interest in or to the Geospatial Information.<sup>15</sup>

[(d) Attribution. User must keep intact any copyright notices for the Geospatial Information and provide, reasonable to the medium, proper attribution.]

(e) Delivery.<sup>16</sup> Provider shall [deliver][make available] the Geospatial Information to User [as set forth on Exhibit A][electronically][via Provider's API], [on tangible media], [in Provider's sole discretion,] [daily/weekly/monthly][, [or] as mutually agreed upon by the Parties,] [on the Effective Date][within \_\_\_\_ days of the Effective Date]. Acceptance of the Geospatial Information

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<sup>13</sup> A Provider may impose limitations on the rights that are granted. Such limitations could include the rights granted in the Geospatial Information are only valid for use in certain geographic regions(s) or restrictions on transferring the Geospatial Information in digital form.

<sup>14</sup> A Geospatial Information Sharing Agreement will often include language that states that the Provider retains all rights in the Geospatial Information not granted to the User.

<sup>15</sup> Intellectual property rights in geospatial information (and metadata if applicable) can include copyright, moral rights and other sui generis rights, trade secrets or other proprietary or ownership rights and vary greatly (i) between various types of geospatial information and (ii) between jurisdictions. It is critical for the Provider to work with legal counsel to understand (i) what rights it has in the geospatial information being shared and what legal protections are in place to protect intellectual property prior to entering into a Geospatial Information Sharing Agreement.

<sup>16</sup> A Provider can deliver Geospatial Information to the User in several ways. For example, Geospatial Information can be delivered electronically, in bulk or accessed as needed through an application program interface (API). It can also be delivered physically on a medium such as a thumb drive, or in conjunction with the delivery of software. For more information, see Section 3.13 of the Compendium.

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shall be [upon] [delivery] [the Geospatial Information being made available] [within \_\_\_\_ days of [delivery] [the Geospatial Information being made available].<sup>17</sup>

**2. Fees and Payment.**

(a) Fees.<sup>18</sup> User shall pay Provider the fees (“**Fees**”) set forth in **Exhibit [C]**. User shall make all payments hereunder in [insert currency] [prior to] [upon delivery] [within \_\_ days of the Effective Date].

[(b) Taxes.<sup>19</sup> All Fees and other amounts payable by User under this Agreement are [exclusive] [inclusive] of taxes and similar assessments. [User] [Provider] is responsible for all sales, use, and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental or regulatory authority on any amounts payable by User hereunder.

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<sup>17</sup> The parties may want to consider whether it is important to address how and when the User “accepts” the Geospatial Information, and whether there is a certain period in which the User can inspect the Geospatial Information and/or the medium of delivery prior to acceptance in order to determine if it conforms to what the parties agreed.

<sup>18</sup> Geospatial Information Sharing Agreements may include a section that outlines the terms of payment for the right to use the Geospatial Information. However, a payment generally will not be included in an agreement between government entities or an “open data” license, although some open data frameworks allow the Provider to charge a reasonable fee for the cost of reproduction. For more information, see Sections 2 and 3.3 of the Compendium.

<sup>19</sup> Taxes on intangible assets, such as Geospatial Information, can vary between jurisdiction and may include sales, use, and value-added tax. As a result, it is important for the parties to understand, what, if any, taxes may apply, and which party is responsible for them.

**3. Representations.**<sup>20</sup>

[(a) The Geospatial Information is a tool and is intended only to assist User and is not a substitute for a User's professional judgement or User's own independent design, analysis, simulation, estimation, testing, or other activities. Due to the large variety of potential applications for the Geospatial Information, it has not been designed or tested for any specific uses, and it is User's responsibility to determine whether the use of the Geospatial Information is appropriate for the User's purposes. Provider will not be responsible or liable in any manner whatsoever for the results obtained through the use of the Geospatial Information. User is responsible for User's use of the Geospatial Information and any results produced by the Geospatial Information. User's responsibilities include, without limitation, the determination of appropriate uses for the Geospatial Information and the selection of the Geospatial Information and computer programs and materials to help achieve User's intended results. User is also responsible for establishing the adequacy of independent procedures for testing the reliability, accuracy, completeness, compliance with applicable legal requirements, and other characteristics of any work product, including, without limitation, all items designed with the assistance of the Geospatial Information. User further acknowledges that the Geospatial Information and associated work product may not achieve the results User desires.]

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<sup>20</sup> One consideration for parties entering into a Geospatial Information Sharing Agreement is what, if any, representations should they make to each other. Representations and warranties can be an important tool for allocating risk between the parties. In some cases, representations and warranties are combined in the same section of a Geospatial Information Sharing Agreement as a warranty. Alternatively, the agreement may include a separate section for each. In addition, as will be discussed further below, in some cases the Provider affirmatively will state that it makes no representations and that it disclaims all warranties in an effort to avoid any liability. Representations are statements of fact made by one party to induce the other party to enter into an agreement. For more information, see Section 3.5 of the Compendium.

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[(b) Provider warrants to User only that the Geospatial Information, as delivered by Provider, will comply [in all material respects with this Agreement] [and the applicable specifications set forth in Exhibit A]. [Provider’s sole obligation and User’s exclusive remedy for a breach of this warranty is for Provider, at its option and expense, to: (i) repair, modify, or replace the non-conforming Geospatial Information.] [Any claim under this limited warranty must be made within thirty (30) days after delivery of the non-compliant Geospatial Information to User.] [This limited warranty is void if any non-conformity has resulted from any accident, abuse, misuse, misapplication or modification of or to the Geospatial Information by any party other than Provider, or from any breach by User of this Agreement.]

[(c) [Subject to the limited rights expressly granted hereunder,] Provider [and any third-party Providers] reserve[s] all of Provider’s [and its third-party Providers’<sup>21</sup>] rights, title, and interest in and to the Geospatial Information and all portions thereof, including all related intellectual property rights. No rights are granted to User other than as expressly set forth herein.]

**4. Personal Information [and Data Security].**

[(a) Provider certifies that it has obtained the proper consent, right, or other proper authorization (“**Authorization**”) for delivering or making accessible any personal information included in the Geospatial Information (the “**Personal Information**”), and such Authorization allows Provider to transfer to and grant User the right to use the Personal Information pursuant to the terms of the Agreement.] [User shall only transfer Personal Information in compliance with applicable laws.] [User will not share, transfer, disclose, or otherwise provide access to any Personal Information to any third party or contract any of User’s rights or obligations concerning

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<sup>21</sup> To be included if any portion of the Geospatial Information has been obtained from a third party.

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Personal Information to a third party, unless specifically set forth herein, except as required by law.]]<sup>22</sup>

[(b) User shall use [best] [reasonable,] [standard] legal, organizational, physical, administrative, and technical measures and security procedures to safeguard and ensure the security of the Geospatial Information and to protect the Geospatial Information from unauthorized access, disclosure, duplication, use, modification, or loss [, including, without limitation, the requirements contained set forth in **Exhibit D**].]<sup>23</sup>

**5. Limited Warranties; Disclaimer of Warranties.**<sup>24</sup>

**EXCEPT AS SET FORTH IN SECTION 3B,<sup>25</sup> THE GEOSPATIAL INFORMATION IS PROVIDED “AS IS” AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING,**

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<sup>22</sup> Data protection and privacy laws (e.g., the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA)) are regulating certain types of Geospatial Information that can be used to identify an individual (or make that person identifiable). As a result, it will become increasingly important for the parties to determine (i) whether any data protection laws apply to the geospatial information being transferred and (ii) set forth each party’s respective obligations to ensure compliance with applicable law. For more information, see Section 3.10 of the Compendium.

<sup>23</sup> Given the sensitivity of many types of Geospatial Information it is good practice to include a requirement to maintain adequate information security measures. The type of measures will vary depending upon the type of information, how it is stored and accessed, its purpose as well as applicable law.

<sup>24</sup> In many jurisdictions, Providers often try to limit making any warranties. As a result, many Geospatial Information Sharing Agreements will contain specific disclaimers that Geospatial Information is being provided “as is” and without warranties. However, if a Geospatial Information is delivered upon a medium – such as a computer disk or a thumb drive – a Provider often will make a specific warranty with respect to the medium of delivery. For example, the Provider may agree to replace the thumb drive if there is a defect, although this is usually limited to a certain number of days after delivery.

<sup>25</sup> In some jurisdictions, the law requires an agreement capitalize and/or put in bold language in which a party is being asked to waive certain rights under law.

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**USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE GEOSPATIAL INFORMATION, OR ANY PRODUCTS OR RESULTS OF ITS USE, WILL MEET USER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, OR ERROR FREE.**

**6. Indemnification**<sup>26</sup>

(a) Provider Indemnification.

[(i) Provider shall indemnify, defend, and hold harmless User from and against any and all losses, damages, liabilities, or costs (including [reasonable] attorneys’ fees) (“**Losses**”) incurred by User resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that User’s Permitted Use of the Geospatial Information infringes or misappropriates such third party’s [intellectual property rights,] [copyrights, or trade secrets], provided that User: (i) promptly notifies Provider in writing of the claim; (ii) cooperates with Provider; and (iii) allows Provider [sole] authority to control the defense and settlement of such claim.]

[(ii) If such a claim is made or appears possible, User agrees to permit Provider, at Provider’s sole discretion, to: (i) modify or replace any such infringing material to make it non-infringing; or (ii) obtain rights to continue use. If Provider determines that none of these alternatives is reasonably available, Provider may terminate this Agreement in its entirety or with respect to the

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<sup>26</sup> The legal concept of indemnification varies greatly between jurisdictions. For example, many governments are precluded from providing indemnification. As a result, a Provider should discuss whether to include this section with a lawyer before using this section. See Section 3.7 of the Compendium for more information.

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affected part or feature of the Geospatial Information, effective immediately on written notice to User] [and return any Fees paid by Users].

[(iii) This Section will not apply to the extent that the alleged infringement arises from: (i) use of the Geospatial Information in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (ii) User's violation of Section 1 of this Agreement.]

[(b) User's Indemnification.

User shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim based on User's: (i) [[gross] negligence, [willful misconduct] or fraud]; [or] [(ii) use of the Geospatial Information in a manner not authorized by this Agreement,] provided that User may not settle any Third-Party Claim against Provider unless such settlement completely and forever releases Provider from all liability with respect to such Third-Party Claim or unless Provider consents to such settlement, and further provided that Provider shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.]

[(c) Sole Remedy.<sup>27</sup>

**THIS SECTION 6 SETS FORTH USER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE GEOSPATIAL INFORMATION INFRINGES, MISSAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.]**

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<sup>27</sup> It is common to capitalize and bold language in which a party is being asked to waive certain rights under law.

7. **Limitations of Liability.**<sup>28</sup>

**IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE). STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY GEOSPATIAL INFORMATION OR BREACH OF SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORSEEABLE. [IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISE OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED [[INSERT NUMBER] [OF] [TIMES] THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE [INSERT NUMBER] [YEAR[S]/MONTH[S]] PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM] [OR \$ [AMOUNT], [WHICHEVER IS LESS.]]**

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<sup>28</sup> The legal concept of liability is complex and varies between jurisdictions. As a result, a Provider should discuss whether to include this section with a lawyer before including this section.

**8. Term and Termination.**

(a) Term.<sup>29</sup> The term of this agreement [is perpetual unless otherwise set forth herein] [begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement’s express provisions, will continue in effect until [insert number of months/years] from such date] (the “Term”).

[(b) Termination.<sup>30</sup> In addition to any other express termination right set forth elsewhere in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to User, if User: [(A) fails to pay any amount when due hereunder, and such failure continues more than [insert number] days after Provider’s delivery of written notice thereof; or (B)] breaches any of its obligations under Sections 1 or 2; and

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party [materially] breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured [insert number of] days after the non-breaching Party provides the breaching Party with written notice of such breach.]

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<sup>29</sup> A Geospatial Information Sharing Agreement often will include one or more sections that address the duration or term of the agreement, what events will give one or both of the parties cause to terminate the Data Sharing Agreement early, and the parties’ obligations upon termination. This section sets forth the length of the license. It can provide that the agreement ends on a certain date or renews automatically unless one of the other parties notifies the other of its intent to terminate the agreement. For more information, see Section 3.8 of the Compendium.

<sup>30</sup> There are a number of factors for the parties to consider when deciding what events should trigger early termination of Geospatial Information Sharing Agreement. For example, should either party be able to terminate the User agreement “at will” (i.e. for no reason)? Or should a party’s right to terminate be limited to certain triggering events, commonly defined as “cause”. Common triggering events for terminating an agreement include the bankruptcy or change in control of one party or a party breaching its significant provision of the agreement. In some cases, an agreement will grant the breaching party a period to cure any breaches before the other part can terminate. Another consideration is how much notice a party must give the other party that it wishes to terminate due to a breach.

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[(c) Effect of Expiration or Termination.<sup>31</sup> Upon expiration or earlier termination of this Agreement, the [license] [rights] granted hereunder will also terminate, [and, without limiting the User's obligations under Section 2,] User shall [upon Provider's request] [cease using and delete,] [destroy,] [or] [return] all copies of the Geospatial Information [and certify in writing to the Provider that the Geospatial Information has been deleted or destroyed]. [No expiration or termination will affect User's obligation to pay all Fees that may have become due before such expiration or terminate or entitle User to any refund.]

[(d) Survival.<sup>32</sup> Any rights, obligations, or required performance of the parties in this Agreement which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.]

**9. Compliance with Law.**<sup>33</sup>

User is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all these laws, regulations, and other legal requirements [including without limitation] [data protection,] [national security], [data localization,] [privacy,] [laws].

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<sup>31</sup> This section typically also will address the parties' obligations upon termination. For example, is the User obligated to return or destroy the Geospatial Information? Also, what are the User's obligation with respect to any payments outstanding under the Geospatial Information Sharing Agreement, if any? For example, if a User terminates the Geospatial Information Sharing Agreement due to a breach by the Provider, is it still required to pay any outstanding fees to the Provider? See Section 3.8 of the Compendium for more information on this topic.

<sup>32</sup> Geospatial Information Sharing Agreements may include a survival clause to make it clear that some (but not all) of the provisions of a Geospatial Information Sharing Agreement survive even after the agreement itself is terminated. For example, the parties may want to make sure that the obligation to protect personal information survives the termination of the agreement for a period of time. The governing law and jurisdiction sections also will often survive termination as well, in the event there is a future dispute between the parties under the agreement.

<sup>33</sup> Depending upon the type of Geospatial Information, the jurisdiction and the intended use, it can be useful to reference specific laws.

**10. Miscellaneous.**

(a) Entire Agreement. This Agreement [together with any other documents incorporated herein by reference] [and all related Exhibits] constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understanding, agreements, and representations and warranties, both written and oral, with respect to such subject matter. [In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: first, this Agreement and then the Exhibits to this Agreement.]

(b) [Notices.]<sup>34</sup> All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the signature page of this Agreement (or to such other address that may be designated by each Party from time to time in accordance with this Section). The Parties shall deliver Notices by personal delivery, [recognized overnight courier (with all fees pre-paid)], [facsimile,] [or email (with confirmation of transmission)], or certified or registered mail (in each case, return receipt requested, postage pre-paid). [Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.]

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<sup>34</sup> Legal arrangements often include a notice section to avoid any dispute as to when a claim was made or how and when notice was sent.

**THIS AGREEMENT IS A LEGAL DOCUMENT AND SHOULD NOT BE USED WITHOUT CONSULTING A LAWYER**

(c) Amendment and Modification; Waiver.<sup>35</sup> No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving.

(d) Severability.<sup>36</sup> If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law; Submission to Jurisdiction.<sup>37</sup> This Agreement is governed by and construed in accordance with the internal laws of the [insert country or state] without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of [insert country or state]. Any legal suit, action, or proceeding arising out of [or related to] this Agreement or the rights granted hereunder may be

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<sup>35</sup> This section is typically included so as to make sure that there is no dispute between the Parties regarding previous agreements or discussions.

<sup>36</sup> Some terms of an agreement are prohibited by local law. This section permits the other sections to remain in effect rather than terminate the entire agreement.

<sup>37</sup> Geospatial Information Sharing Agreements typically include a section that outlines which jurisdiction's laws govern in the event of a dispute between the parties. The jurisdiction might be a country, state, or other jurisdiction with its own set of laws. In addition, the section often will include a clause that states that any dispute between the parties can only be heard by the courts of such jurisdiction. Many government agencies can only be subject to the laws of the jurisdiction in which they are based, and all disputes must be heard in the courts of that jurisdiction. This section can be challenging when the parties are based in two jurisdictions that are subject to different legal systems. For more information, see Section 3.18 of the Compendium.

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instituted exclusively in the courts of [insert country or state], and irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(f) Assignment.<sup>38</sup> User may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, [without the prior written consent of Provider], [which consent shall not be unreasonably withheld, conditioned, or delayed]. [Any purported assignment, transfer, or delegation will not relieve the assigning or delegating Party of any of its obligations hereunder.] [This Agreement is binding upon and insures to the benefit of the Parties hereto and their respective permitted successors and assigns.]

[(g) Data Localization.<sup>39</sup> User shall not, directly or indirectly, transfer, store or release the Geospatial Information to, or make the Geospatial Information accessible from, any jurisdiction or country to which such transfer, storage or release is prohibited by law, rule, or regulation. User shall comply with all applicable laws, regulations, and rules, and obtain any necessary other governmental approval, prior to transfer, storage or release.]

[(h) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.]

(i) **Legal Counsel**. Each party represents that this Agreement has been reviewed by their respective legal counsel.

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<sup>38</sup> Often a Geospatial Information Sharing Agreement includes a section that describes whether the User can assign the Geospatial Information Sharing Agreement (or some or all of its rights under the Geospatial Information Sharing Agreement) to a third party. See Section 3.19 of the Compendium for more information.

<sup>39</sup> Some Geospatial Information may be subject to laws that limit its storage or use outside of the country, including, for example, in the cloud. As a result, the parties should be aware if any laws or regulations pertain to a particular type of Geospatial Information, or Geospatial Information collected from a particular platform or sensor. If so, Provider may wish to include a specific provision in which the User agrees not the export Geospatial Information in violation of applicable law. For more information, see Section 3.15 of the Compendium.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

[PROVIDER NAME]	[USER NAME]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____ _____	Address: _____ _____

**[SCHEDULE 1]**

**List of Government Agencies with signature blocks**

**EXHIBIT A**

**Description of Geospatial Information<sup>40</sup>**

A clear, complete, and accurate description of the Geospatial Information being licensed serves several important roles. For example, a number of provisions in a Geospatial Information license will be directly tied to the Geospatial Information being licensed. These provisions include certain representations, warranties, and covenants. In addition, different types of Geospatial Information are subject to different legal regulatory regimes. For example, some governments impose restrictions on imagery collected from unmanned aircraft systems (commonly known as drones) that do not apply to imagery collected from a manned aircraft or a satellite. As a result, a description might include the platform upon which the sensor collected the information. The description might set forth whether the information is raw or has been processed. Similarly, Geospatial Information may be conveyed in several different forms, such as a database, a map, or an image. A complete and accurate description can also help reduce future disputes between the parties, particularly if the individuals entering into the Geospatial Information license are no longer available to answer questions that arise. In addition, if a dispute does arise between the Provider and User, it limits the role of lawyers and judges who often will have limited knowledge or expertise in geospatial technology or information.

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<sup>40</sup> See Section 3.1 of the Compendium for more information.

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There are several key considerations when describing the Geospatial Information being licensed.

- Because Geospatial Information can be structured in different formats, it may be useful to describe the format in which the Geospatial Information is being conveyed (e.g. GEOTiff, GML, GeoJSON and applicable data content standards that may be adopted nationally for a data theme).
- Because metadata is so critical to the value of Geospatial Information, it is good practice to describe whether any metadata is included as part of the licensed Geospatial Information.
- If the Geospatial Information being licensed is a database, the parties should consider including a reference to the data in the database as the intellectual property rights may differ between the data and database.

**EXHIBIT B**

**Permitted Uses<sup>41</sup>**

If the Permitted Use includes creating a Derived Product and/or a Value-added Product, it is important to define each. Often a Derived Product is defined as one which substantially transforms the original Geospatial Information such that it does not contain, nor can it be modified into the source Geospatial Information. A Value-added Product is often defined as a product that contains source Geospatial Information or constitutes a technical modification or integration that can be decoupled back to the source Geospatial Information.

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<sup>41</sup> To include if any limitations (i.e., number of users, amount of Geospatial Information downloaded, etc.). See Section 3.2 of the Compendium for more information.

**EXHIBIT C**

**Fees<sup>42</sup>**

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<sup>42</sup> If a Fee is to be charged, the terms of the payment can be set forth in an Exhibit.

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**EXHIBIT D**

**Information Security Measures**

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# **Form Geospatial Information Management Policy**

## **Background**

The Form Geospatial Information Management Policy aligns with the elements of the United Nations Integrated Geospatial Information Framework (IGIF) Strategic Pathway 2: Policy and Legal as well as other relevant Strategic Pathways. It includes basic principles to enhance geospatial information management within the government as well as guidance to reference and follow. The principles and the guidance include drafting notes that explain the importance of the provisions and how authorities/agencies can adapt and tailor the template to their respective national policy and legal frameworks.

## **How to Use**

The document is intended to be used as a starting point for a discussion between the leader of a country's primary geospatial information authority/agency and the authority/agency's leadership team. The authority/agency's head explains that the government has decided to implement the IGIF and has asked the authority/agency to take the lead in developing policy to implement. (The policy might be as an interim step to legislation or might be in conjunction with adoption of legislation.) The authority/agency's head is asking the team to tailor the form policy provided by UN-GGIM, based upon the country's unique goals and objectives, the existing national policy and legal framework, and the country's governmental structure, so that a draft can be prepared for review by senior government officials.

**[INSERT NAME OF COUNTRY]**

## **Geospatial Information Management Policy<sup>43</sup>**

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<sup>43</sup> Consider which government authority is best suited to adopt this Policy to maximize its value and use within the Country.

# Geospatial Information Management Policy

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## **Executive Summary**

Geospatial information plays an increasingly critical role in the country's development. For example, it is vital in decision-making on matters related to national development policy, strategic priorities and sustainable development. It also serves as the "glue" to integrate and leverage a wide variety of meaningful data necessary to address societal, health, economic, and environmental challenges. Geospatial information is also vital for the country to achieve the Sustainable Development Goals (SDGs).

This policy will assist the country in becoming a world leader in geospatial information management. It focuses on the key aspects of geospatial information management within the country, including governance, finance, technology, policy and legal, capacity and engagement processes necessary to collect, maintain, integrate and share geospatial and other types of information through all levels of government and society, in a modern and enabling technology environment.

Effective geospatial information management requires strengthened trust, transparency, and accountability across all sectors of the government, industry and the civil society. The policy addresses key issues that will facilitate the management and sharing of critical geospatial and other types of information including empowerment, standards, and consistent licensing terms and conditions.

Effective geospatial information management is also necessary to address transnational issues such as climate change and responding to natural disasters. As a result, the policy is aligned with the United Nations Integrated Geospatial Information Framework (IGIF) so as to develop, integrate, strengthen and maximize geospatial information management and related resources both within the country and the global community.

## Glossary

Affiliate – any entity, individual, firm, or organization, directly or indirectly, through one or more intermediaries, controlled by an organization.

Capacity Development and Education Strategy<sup>44</sup> – the country’s strategy to empower individuals, leaders, organizations, and societies in using geospatial information to improve human and institutional performance.

Change Strategy – the strategy on how the country will transform the country’s current geospatial information management to include creating and/or enhancing data assets, implementing new governance structures and institutional arrangements, streamlining data supply chains, adopting new technologies and methods, developing a supporting policy and legal framework and developing and strengthening capacity.

Community of Practice – a group of individuals or organizations who share a concern, set of problems or passion about geospatial information and deepen their knowledge and expertise by interacting on an ongoing basis.

Contractors – entities acting on behalf of and under contract (directly or through subcontracts) with an organization or any of its affiliates.

Country-level Action Plan<sup>45</sup> – a plan of action outlining the process the country will use to develop or strengthen its National Integrated Geospatial Information Framework, to include specific details outlining how it will be carried out, when, and by whom in a way that aligns with the country’s priorities and circumstances.

Fundamental Geospatial Data Themes – data themes designated by the GIMC in consultation with national and international experts in order to produce standardized, fundamental data, for use within the country and to support global initiatives.

Geospatial Information Capacity and Education Working Group<sup>46</sup> – a Specialist Working Group that provides oversight and directs initiatives aimed at raising awareness and developing knowledge, competencies and skills necessary for strengthening geospatial information management and improving capacities within the government.

Geospatial Information Coordination Unit (GICU) – the entity appointed by GIMC with the primary responsibility for ensuring geospatial information management within the country, including the implementation of the IGIF.

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<sup>44</sup> For more information, see Strategic Pathway 8 of the IGIF.

<sup>45</sup> For more information, see Strategic Pathway 1 of the IGIF.

<sup>46</sup> For more information, see Strategic Pathway 8 of the IGIF.

Geospatial Information Communications Working Group<sup>47</sup> – a Specialist Working Group that guides stakeholder communication and engagement processes. It develops strategy, directs the planning and coordination of the communication and engagement program, and regularly reviews progress and effectiveness.

Geospatial Information Finance Authority<sup>48</sup> – the person or office appointed by GICU with the primary responsibility to coordinate the finances associated with geospatial information management within the country.

Geospatial Information Management Council or Committee (GIMC) – a steering committee or board or council with representatives from government agencies and relevant stakeholders that collect, process, use, and/or store geospatial information that will provide the necessary leadership and direction for implementing and sustaining the National Integrated Geospatial Information Framework within the country. It provides an environment for strategic thinking, planning, decision-making and oversight necessary to modernize and sustain geospatial information management practices.

Geospatial Information Policy and Legal Working Group<sup>49</sup> – a Specialist Working Group with a primary purpose of improving the laws, policies and agreements associated with and having an impact on geospatial information management within the country.

Geospatial Information Security Authority<sup>50</sup> – the person or office appointed by GICU with the primary responsibility for ensuring geospatial information is securely collected, used, distributed and stored in alignment with the country’s information security policies and guidelines.

Geospatial Information Stakeholder Working Group<sup>51</sup> – a Specialist Working Group comprised of all levels of government, private sector and industry, academia and non-government organizations (NGOs) to advise the GIMC on the geospatial ecosystem within the country.

Geospatial Information Technology Authority<sup>52</sup> – the person or office appointed by GICU with the primary responsibility for (i) implementing technology strategies and (ii) ensuring sufficient technological resources such that geospatial information management within the country align with its needs.

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<sup>47</sup> The size and scope of this committee will depend upon the number of stakeholders within the country’s geospatial ecosystem.

<sup>48</sup> Depending upon the country, this position may be filled by a person or member of staff.

<sup>49</sup> The size and scope of this working group will depend upon the number of stakeholders within the country’s geospatial ecosystem.

<sup>50</sup> Depending upon the country, this position may be filled by a person or member of staff.

<sup>51</sup> The size and scope of this working group will depend upon the number of stakeholders within the country’s geospatial ecosystem.

<sup>52</sup> Depending upon the country, this position may be filled by a person or member of staff.

Governance Model – the operating structure that defines the way geospatial information responsibilities are assigned, coordinated, managed and monitored within and across institutions. It provides the policies, guidelines and measures to effectively collect, manage, share, curate and leverage geospatial and other types of information.

Innovation Hubs and Incubators – social community workspaces or research centres that provide an environment for knowledge sharing and discussion between researchers, academics, private sector and industry experts, community and government leaders to further capacity development, promote creativity and innovative use of geospatial information, and the entrepreneurship essential for a vibrant and dynamic national geospatial ecosystem.

Integrated Geospatial Information Framework (IGIF)<sup>53</sup> – the United Nations adopted framework that acts as a basis, a guide, and a mechanism for developing, integrating, strengthening and maximizing geospatial information management and related resources in the country. It helps find sustainable solutions for social, economic and environmental development, and influence inclusive and transformative societal change for all citizens according to the country's priorities and circumstances.

Integrated Geospatial Information Management Strategy – the country's strategy that identifies the vision, mission, goals and objectives of geospatial information management within the country.

Lead Agency – a government agency with the primary responsibility to coordinate national coverage and stewardship of Fundamental Geospatial Data Themes as designated by the GIMC.

Monitoring and Evaluation Success Indicators<sup>54</sup> – metrics to monitor and evaluate achievements towards attaining the strategic goals of integrated geospatial information management and strengthens its implementation.

Office of Geospatial Information Technology<sup>55</sup> – an office within the GICU with primary responsibility for (i) developing and implementing best practices and standards for enabling data and technology interoperability, (ii) leveraging innovation to bridge the geospatial divide, and (iii) creating data management strategies for sharing and reuse obligations.

Open Data License<sup>56</sup> – mean the Open Data License found at [insert link].

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<sup>53</sup> See <https://ggim.un.org/IGIF/part2.cshtml>.

<sup>54</sup> For more information, see Strategic Pathway 1 of the IGIF.

<sup>55</sup> Depending upon the country, this might be an individual from staff or a separate office.

<sup>56</sup> This assumes the country has adopted one (or more) open data licenses.

Sensitive Geospatial Information<sup>57</sup> – Geospatial information that if improperly accessed, used or disclosed, could cause injury to residents or threaten the national security or other interests of the country.

Specialist Working Group<sup>58</sup> – means one or more working groups/committee comprised of relevant stakeholders from across government, the private sector and academia established by the GIMC to monitor and evaluate achievements towards attaining strategic goals and strengthening geospatial information management.

Standard Geospatial Information Sharing Agreement<sup>59</sup> – the country’s Form Geospatial Information Sharing Agreement found at [insert link].

Strategic Alignment Study – a study to align geospatial information management with the country’s strategic priorities.

Value Proposition Statement<sup>60</sup> – means a clear and concise statement that explains why the country needs to integrate geospatial information with other types of information in order to convince decision-makers of the importance of investing in geospatial data and the technologies that enable information sharing and improved government services and products.

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<sup>57</sup> The type of information deemed sensitive will vary upon the country.

<sup>58</sup> The number and types of Specialist Working Groups will depend upon the country and the size and nature of its geospatial ecosystem.

<sup>59</sup> Based upon the Form Geospatial Information Sharing Agreement developed by UN-GGIM.

<sup>60</sup> For more information, see Strategic Pathway 1 of the IGIF.

## 1. Introduction

**1.1. Scope** - The Geospatial Information Management Policy applies to all geospatial information and associated initiatives, topics or projects within the country so as to ensure that geospatial information is managed and integrated effectively and professionally.

This Policy is applicable to all stakeholders involved in geospatial information management within the country, including:

1.1.1 All employees of government agencies.

1.1.2 All Contractors that engage with the government, or matters related to geospatial information management.

**1.2. Purpose** - The purpose of the Geospatial Information Management Policy is to ensure that geospatial information is effectively managed and integrated so as to maximize its value to the country while maintaining security. The Policy specifies roles and responsibilities for implementing the Integrated Geospatial Information Framework (IGIF) throughout the country, subject to applicable law.

1.2.1 Effective Geospatial Information Management – This Policy shall enable geospatial information governance, policy and institutional arrangements that (i) ensure effective geospatial information management, (ii) accommodate individual organizational requirements and arrangements, and (iii) align with national and to the extent possible, global, policy frameworks.

1.2.2 Increased Capacity, Capability and Knowledge Transfer – This Policy establishes mechanisms to (i) raise awareness of the value and use of geospatial and related information, (ii) promote capacity and capability development and strengthening, and (iii) build an inventive and resourceful mindset across government, industry, academia, private and community sectors (including non-government organizations and other not-for-profit organizations).

1.2.3 Integrated Geospatial Information Systems and Services – The policy allows for the integration of geospatial and other types of information, including community information, across the government sector and maximizes its use for evidence-based policy, national programs and decision-making.

1.2.4 Economic Return on Investment – This Policy helps the country realize an economic return on investment through best practice management, and the exploitation and innovative use of integrated geospatial information.

- 1.2.5 Sustainable Education and Training – This Policy promotes education and training programs to grow the number of professionals in geospatial information management and its many interrelated fields<sup>61</sup>, and develops specialist skills related to geospatial, financial systems, policy and law, and project management.
- 1.2.6 Integrated Cooperation and Partnerships – This Policy leverages cooperation and partnerships in a way that fosters the management, integration and exchange of geospatial and other types of information in support of national development priorities and interests, including economic, social, and environmental.
- 1.2.7 Enhanced National Engagement and Communication – This Policy helps ensure that all stakeholder groups, and specifically high-level decision makers and champions, are fully engaged in the availability, accessibility and value of integrated geospatial information for decision-making and socio-economic development.
- 1.2.8 Enriched Societal Value and Benefits – This Policy enriches social and economic development and enriches environmental sustainability through increased levels of use of integrated geospatial information products and services.

## 2 Authorities<sup>62</sup>

**[Insert relevant legal authorities for adopting and implementing the policy.]**

[Comment: Should include both legal instruments directly related to geospatial information management as well as other legal instruments that may indirectly pertain to geospatial information (i.e. intellectual property, data protection, national security, information security)].

## 3 Principles

The Geospatial Information Management Policy operates under seven (7) principles that directly align with the IGIF. These principles are:

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<sup>61</sup> Geospatial sciences, geomatics, surveying, geography, land administration, geodesy, cartography and mapping, remote sensing, hydrography and oceanography, land/sea and geographic information systems and environmental sciences (E/RES/2022/24)

<sup>62</sup> This should include a list of all laws, regulations, policies, decrees, orders, etc. related to the collection, use, dissemination and storage of geospatial information, including spatial data infrastructure, information security, liability and authorities of relevant government agencies.

3.1 Strategic Enablement – Effective geospatial information management requires political and financial support. Therefore, it must align with and support the government’s strategic direction on a variety of issues, including economic growth, social well-being, job creation, natural resource monitoring, and environmental management and preservation.

3.2 Transparent and Accountable – Geospatial information collected by the government should, to the greatest extent possible, be developed and shared pursuant to accountability and transparency guidelines, so that residents, governments, private sector and industry, academia and research institution, and private and community organizations all have access to this valuable and underpinning national resource.

3.3 Reliable, Accessible and Easily Used – Geospatial information should be reliable and made accessible and usable so that it can be (i) leveraged for research and development, (ii) used to stimulate innovation, and (iii) support the creation of sustainable services and products to advance social, economic and environmental programs and development.

3.4 Collaboration and Cooperation – Collaboration and cooperation between governments, private sector and industry, academia and private and community organizations should be fostered so as to (i) strengthen information sharing, (ii) reduce duplication of effort across the government sector, and (iii) provide clarity on roles and responsibilities.

3.5 Integrative Solutions – People, organizations, systems, and policy and legal structures should work together to form an effective system for managing geospatial information and its use including the integration of other data types.

3.6 Sustainable and Valued – Geospatial information management should be conducted in a way that (i) enhances national efficiency and productivity, (ii) is sustainable in the long term, and (iii) provides improved government services to residents.

3.7 Leadership and Commitment – In order to enhance the long-term value of investments in geospatial information, and maintain high level of support within the government, careful analysis, including prioritization and sequencing for the short, medium and long term actions should be developed.

#### **4 Policies and Pathways** [\[Comment: Consider adding a policy example in each pathway\]](#)

The government shall manage its geospatial information in keeping with the country’s commitment to implementing the IGIF. The following are the nine (9) pathways for robust and effective geospatial information management.

4.1 Governance and Institutions – Strong multi-disciplinary and multi-sectoral participation and a commitment throughout the government is needed to implement the IGIF. This pathway includes (i) strengthening institutional mandates, (ii) developing a cooperative data sharing environment through a shared understanding of the value of the IGIF, and (iii) clear delineation of the roles and responsibilities of the stakeholders.

4.2 Policy and Legal – This pathway establishes a robust policy and legal framework that is essential to institute appropriate national geospatial information legislation and policy that enables the availability, accessibility, exchange, application, management and integration of geospatial information. The objective is to address current legal and policy issues by improving the policies and laws associated with, and having an impact on, geospatial information management; and by proactively monitoring the policy and legal environment.

4.3 Finance – This pathway establishes the business model, develops financial partnerships, and identifies the investment needs and funding sources for delivering integrated geospatial information management, as well as recognizing the benefits realization milestones that will achieve and maintain momentum.

4.4 Data – This pathway establishes a geospatial data framework and custodianship guidelines for best practice collection and management of integrated geospatial information that is appropriate for cross sector and multidisciplinary collaboration.

4.5 Innovation – This pathway recognizes that technology and processes are continuously evolving, creating enhanced opportunities for innovation and creativity that enable governments to quickly bridge the digital divide by stimulating the use of the latest cost effective technologies, process improvements and innovations.

4.6 Standards – This pathway establishes, and ensures the adoption of, best practice standards and compliance mechanisms that enable legal, data, semantic and technical interoperability by enabling different organizations and information systems to communicate and exchange data, enable knowledge discovery and inferencing between systems using unambiguous meaning, and provide users with lawful access to and reuse of geospatial information.

4.7 Partnerships – This pathway establishes effective cross-sector and interdisciplinary cooperation, industry and private sector partnerships, and international cooperation to create and sustain the value of geospatial information through a culture based on trusted partnerships and strategic alliances that recognize common needs and aspirations, and national priorities.

4.8 Capacity and Education – This pathway establishes enduring capacity development and strengthening programs and education systems so that geospatial information management and entrepreneurship can be sustained in the longer term by developing and strengthening the skills, instincts, abilities, processes and resources that organizations and communities require to utilize geospatial information for decision-making.

4.9 Communications and Engagement – This pathway recognizes that stakeholders (including the country’s residents) are integral to the implementation of integrated geospatial information management systems and that their buy-in and commitment through effective and efficient communication and engagement processes is central to success.

## 5 Roles and Responsibilities

Successful implementation of the Geospatial Information Management Policy requires coordination among relevant stakeholders throughout whole of government. Specific functions and obligations are set forth below:

### 5.1 Geospatial Information Management Committee

The Geospatial Information Management Committee (GIMC) shall have the primary responsibility for ensuring proper governance of geospatial information management within the country. Its responsibilities shall include:

- Tailoring the key elements of Strategic Pathway 1 of the IGIF for geospatial information management within the country, including conducting the Strategic Alignment Study, developing the Geospatial Information Management Strategy and implementing the Change Strategy;
- Creating the necessary Specialist Working Groups and appointing members after consultations and solicitations from the relevant stakeholders;
- Preparing a Governance Model based upon the country’s culture, norms, policies and laws;
- Developing the Monitoring and Evaluation Success Indicators in order to track progress and adherence to policies and laws;
- Preparing a Value Proposition Statement for geospatial information management;
- Initiating [Adopting] a [the] Country-level Action Plan; and
- Designating, as needed and appropriate, a Lead Agency for the Fundamental Geospatial Data Themes set forth on Annex 1.

5.2 **[Geospatial Information Coordination Unit]** [Comment: Many of the functions below may be covered under the authority or agency-wide responsibilities rather than specific to the geospatial domain. The action in this case is to assure alignment with authority/agency directives and guidance as it affects geospatial data management, products and services]

The [Geospatial Information Coordination Unit (GICU)] shall provide guidance, strategic direction and the necessary mechanisms, modalities and/or tools to implement the Geospatial Information Management Policy. Its responsibilities shall include:

- Appointing a Chief Geospatial Finance Authority;
- Appointing Chief Geospatial Information Security Authority;
- Creating an Office of Geospatial Information Technology and appointing a Chief Geospatial Information Technology Authority;
- Preparing draft policies and legislations for review and approval by the GIMC; and
- Developing a budget for geospatial information management for the whole of government for review and approval by GIMC.

**5.3 Lead Agencies** [Comment: The responsibilities listed below may be the responsibility of the National Mapping Agency or may be distributed among a number of agencies. Consider whether to include similar arrangements with organizations that offer non-geospatial data that is included in the integration functions and responsibilities within IGIF]

A Lead Agency shall be responsible for coordinating the country-wide collection and stewardship of the geospatial data sets included in the respective Fundamental Geospatial Data Theme(s) designated by the GIMC. Its responsibilities shall include:

- Providing leadership and facilitating the collection of the data sets included in the respective Fundamental Geospatial Data Theme(s), in accordance with this Policy;
- Adopting use of the Open Data License and the Geospatial Information Sharing Agreement in accordance with this Policy;
- Implementing appropriate information security and data protection policies and procedures, including taking adequate measures to protect Sensitive Information, in accordance with this Policy;
- Designating points of contact responsible for developing, maintaining, coordinating, disseminating and publishing the respective Fundamental Geospatial Data Theme(s) in accordance with this Policy; and
- Designating representatives to participating in relevant authority's and Committees set forth in this Policy.

#### **5.4 GIMC Geospatial Information Stakeholder Working Group**

A Specialist Working Group shall have the primary responsibility for ensuring that the views of all sectors of the country's geospatial ecosystem are heard. Its responsibilities shall include:

- Ensuring that the views of representatives from the private sector and industry, non-government organizations, academia and research institutions involved in geospatial information management are conveyed to the GIMC;
- Tailoring the key elements of Strategic Pathway 7 of the IGIF to geospatial information management within the country;
- Providing advice and recommendations to the GIMC on legislation and regulation pertaining to geospatial information management within the country;
- Reviewing the work of and recommending members for the other relevant Specialist Working Groups; and
- Reviewing and commenting to the GIMC on geospatial information management and policy issues.

**5.5 Geospatial Information Security Authority** [Comment: This function may be an individual or a larger agency-wide function that includes geospatial information]

An individual or office shall be designated with the primary responsibility for ensuring that Sensitive Geospatial Information is secured while also accessible, shareable and publishable within the country. Its responsibilities shall include:

- Ensuring all entities within the country are aligned with information security policies, guidelines and applicable laws;
- Reviewing information security laws, policies and guidelines periodically to determine applicability to geospatial information management;
- Reporting to the GIMC on the status of the information security laws, policies, and guidelines;
- Suggesting updates and changes to these laws, policies and guidelines, in coordination with the country's information security organizations;
- Coordinating with GIMC on policies and procedures for classifying and granting access to Sensitive Geospatial Information; and
- Auditing access to Sensitive Geospatial Information across the whole of government.

**5.6 GIMC Capacity and Education Working Group**

A Specialist Working Group shall be responsible for broadening geospatial awareness and capabilities at all levels, to include (i) increased adoption of application of geospatial technologies and processes (ii) stimulate creativity and innovative solutions to address real-world challenges, economic opportunities and growth, and wellbeing within the country, and (iii) equip the country with increased knowledge, proficiencies and instincts in geospatial information management and its many interrelated fields. Its responsibilities shall include:

- Tailoring the key elements of Strategic Pathway 8 of the IGIF to geospatial information management within the country;
- Creating and implementing a Capacity Development and Education Strategy;

- Developing metrics to monitor and evaluate the implementation of the Capacity Development and Education Strategy; and
- Exploring the role of a Community of Practice, Innovation Hubs and Incubators, and scholarships and internships to promote the study of geography in schools.

## 5.7 **GIMC Communications and Engagement Working Group**

A Specialist Working Group shall have the primary responsibility for (i) heightening awareness and active engagement, (ii) increasing opportunities to innovate, and (iii) elevating trust, confidence and increased use of geospatial information. Its responsibilities shall include:

- Tailoring the key elements of Strategic Pathway 9 of the IGIF within the country;
- Developing and implementing an engagement strategy to engage non-traditional stakeholders in the value of integrated geospatial information;
- Implementing procedures to identify potential stakeholders and identify their goals;
- Setting directions, including policy platform, geospatial brand and strategic messages;
- Communicating values through benefits analysis and lessons learned; and
- Developing metrics to review and evaluate the increased role of geospatial information within the country.

## 5.8 **Chief Geospatial Information Finance Authority** [Comment: This function may be an individual or a larger agency-wide function that includes geospatial information]

An individual or office shall have the primary responsibility for ensuring (i) an investment plan with funding sources, obligations and estimates for future years, (ii) new funding initiatives, (iii) accounting for costs associated with all aspects of geospatial information management and (iv) defining metrics to determine socio-economic value of integrated geospatial information. Its responsibilities shall include:

- Tailoring the key elements of Strategic Pathway 2 of the IGIF within the country;
- Financial planning, including preparing an annual budget and submit to GICU and GIMC for approval;
- Maintaining situational awareness of geospatial information management within the country;
- Developing metrics to monitor the progress and benefits of integrated geospatial information within the country;
- Developing business case and impact assessments for integrated geospatial information management; and
- Identifying sources of funding for geospatial information management within the country.

## 5.9 GIMC Policy and Legal Working Group

A Specialist Working Group shall have the primary responsibility for (i) ensuring sound and enabling policy and legal environment (ii) maximizing the utility of geospatial information, and (iii) strengthening governance, security and accountability. Its responsibilities shall include:

- Tailoring the key elements of Strategic Pathway 2 of the IGIF to geospatial information management within the country, including conducting a gap analysis of the country's existing policy and legal framework with respect to geospatial information management;
- Advising GIMC on addressing weaknesses in the policy and legal framework identified through the gap analysis and other key policy and legal issues, including Open Data;
- Providing leadership on legal and policy issues within the country by assessing needs and addressing opportunities;
- Monitoring use of and updating the Geospatial Information Sharing Agreement; and
- Helping to future proof the country's policy and legal framework for geospatial information management.

**5.10 Office of Geospatial Technology** [Comment: This function may be an office within a geospatial focused agency or a larger agency-wide function that includes geospatial information]

An office shall have the primary responsibility for ensuring the country keeps up-to-date with technology, standards, innovations and data management associated with geospatial information. Its responsibilities shall include:

- Tailoring the key elements of Strategic Pathways 4, 5 and 6 of the IGIF for geospatial information management within the country;
- Developing and implementing best practices and standards for enabling data and technology interoperability;
- Creating data management strategies for sharing and reuse, including best practices for metadata;
- Leveraging innovations in technology to bridge the geospatial divide;
- Nominating Chief Geospatial Technology Authority for approval by GICU; and
- Nominating Geospatial Information Security Authority for approval by GICU.

## 6 Exemptions

The GIMC may designate government agencies that are not subject to all aspects of the Policy. [Such exemptions shall be limited to Sensitive Geospatial Information that cannot otherwise be adequately protected by this Policy.]

## **7 Term**

This Policy shall remain in force until it has been modified, amended, replaced or cancelled by the GIMC.

## **Annex 1**

### **Fundamental Geospatial Data Themes**

**B L A N K P A G E**

# **Model Geospatial Information Management Legislation**

## **Background**

The Model Geospatial Information Management Legislation addresses each of the nine Strategic Pathways of the United Nations Integrated Geospatial Information Framework (IGIF). The purpose is to provide national geospatial information authorities/agencies a model or template that could serve as an initial or practical starting point for preparing and drafting a legislation, and can be adapted and tailored to the current and desired future state of integrated geospatial information management within a country cognizant of their national policy and legal framework and circumstances.

## **How To Use**

The leader of a country's primary geospatial information authority/agency sits down with staff members responsible for monitoring legislative affairs and presents the model legislation. The leader explains that the draft has been prepared in connection with the country's decision to implement the IGIF. The staff is asked to review and provide comment so that the draft law can be considered for approval by the appropriate legislative/executive body.

**[Name of Country]<sup>63</sup>**  
**Model Legislation**  
**For**  
**Geospatial Information Management**

## **Findings**

Given the critical importance of geospatial information management within [insert name of Country] (“Country”), [insert name of legislature<sup>64</sup>] hereby makes the following findings:

- Country must align geospatial information management to support efforts in a number of critical areas, such as economic growth, social well-being, job creation, public health efforts, natural resource monitoring, and environmental management and preservation.
- Country should, to the greatest extent possible, collect, manage, share and integrate geospatial information by developing accountable and transparent guidelines as it is a vital natural resource used by all government agencies, citizens, academia and research institutions, and the private sector and industry.
- In order for geospatial information to (i) be leveraged for research and development, (ii) be used to stimulate innovation, and (iii) support the creation of sustainable services and products to advance social, economic and environmental development, it must be both reliable, timely and accessible.
- Geospatial information management requires strong collaboration and cooperation between government, private sector, academia, civil society and donors in order to (i) strengthen information sharing, (ii) reduce duplication of effort across the government sector, and (iii) provide clarity on roles and responsibilities.
- Geospatial information management should (i) enhance national efficiencies and productivity, (ii) be sustainable in the long term; and (iii) provide improved government services to citizens and users.

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<sup>63</sup> Insert name of Country.

<sup>64</sup> Insert name of appropriate legislative or executive body.

- Enhancing the long-term value of investments in geospatial information and maintaining a high level of support within the government and by the private sector requires prioritization and sequencing for the short, medium and long terms.

## 1. Definitions

For purposes of the Act, the terms below have the following meanings:

- (a) “Act” means the Integrated Geospatial Information Management Act.
- (b) “Capacity Development and Education Strategy”<sup>65</sup> means the Country’s strategy to empower individuals, leaders, organizations, and societies in using and integrating geospatial information to improve human and institutional performance.
- (c) “Change Strategy” means the strategy on how the Country will transform its current geospatial information management to include creating and/or enhancing data assets, implementing new governance structures and institutional arrangements, streamlining data supply chains, adopting new technologies and methods, developing a supporting policy and legal framework and developing capacity.
- (d) “Chief Geospatial Information Finance Officer”<sup>66</sup> means the person with the primary responsibility to coordinate the finances associated with geospatial information management within the Country.
- (e) “Chief Geospatial Information Security Officer”<sup>67</sup> means the person with the primary responsibility for ensuring geospatial information is securely collected, stored, distributed, integrated and used in alignment with the country’s information security laws, policies and guidelines.
- (f) “Chief Geospatial Information Technology Officer”<sup>68</sup> means the person with the primary responsibility for (i) implementing technology strategies and (ii) ensuring sufficient technological resources such that geospatial information management within the country align with its needs.

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<sup>65</sup> For more information, see Strategic Pathway 8 of the IGIF.

<sup>66</sup> Depending upon the country, this position may be filled by a person or an office.

<sup>67</sup> Depending upon the country, this position may be filled by a person or an office.

<sup>68</sup> Depending upon the country, this position may be filled by a person or an office.

- (g) “Country-level Action Plan”<sup>69</sup> means a plan of action outlining the process the Country will use to develop or strengthen its National Integrated Geospatial Information Framework, to include specific details outlining how it will be carried out, when, and by whom in a way that aligns with the country’s priorities and circumstances.
- (h) “Fundamental Geospatial Data Themes” means data themes designated by the GIMC in consultation with national and international experts in order to produce standardized, fundamental data, for use within the country and to support global agendas, such as the 2030 Agenda for Sustainable Development.
- (i) “Geospatial Information Coordination Unit (GICU)” means the entity appointed by GIMC with the primary responsibility for ensuring geospatial information management within the country, including the implementation of the IGIF.
- (j) “Geospatial Information Capacity and Education Working Group”<sup>70</sup> means a Specialist Working Group that provides oversight and directs initiatives aimed at raising awareness and developing knowledge, competencies and skills necessary for strengthening geospatial information management and improving capacities within the government.
- (k) “Geospatial Information Communications Working Group”<sup>71</sup> means a Specialist Working Group that guides stakeholder communication and engagement processes. It develops strategy, directs the planning and coordination of the communication and engagement program, and regularly reviews progress and effectiveness.
- (l) “Geospatial Information Management Council or Committee” means a steering committee or board or council with representatives from government agencies that collect, process, use, and/or store geospatial information that will provide the necessary leadership and direction for implementing and sustaining the National Integrated Geospatial Information Framework within the Country.
- (m) “Geospatial Information Management Strategy” means the Country’s strategy that identifies the vision, mission, goals and objectives of integrated geospatial information management within the country.

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<sup>69</sup> For more information, see Strategic Pathway 1 of the IGIF.

<sup>70</sup> For more information, see Strategic Pathway 8 of the IGIF.

<sup>71</sup> The size and scope of this committee will depend upon the number of stakeholders within Country’s geospatial ecosystem.

- (n) “Geospatial Information Policy and Legal Working Group”<sup>72</sup> means a Specialist Working Group with a primary purpose of improving the laws, policies and agreements associated with, and having an impact on, geospatial information management within the Country.
- (o) “Geospatial Information Stakeholder Working Group”<sup>73</sup> means a Specialist Working Group comprised of all levels of government, private sector and industry, academia and non-government organizations (NGOs) to advise the GIMC on the geospatial ecosystem within the Country.
- (p) “Lead Agency” means a government agency with the primary responsibility to coordinate national coverage and stewardship of Fundamental Geospatial Data Themes as designated by the GIMC.
- (q) “Governance Model” means the operating structure that defines the way geospatial information responsibilities are assigned, coordinated, managed and monitored within and across institutions.
- (r) “Integrated Geospatial Information Framework” (IGIF)<sup>74</sup> means the United Nations adopted framework that acts as a basis, a guide and a mechanism for developing, integrating, strengthening and maximizing geospatial information management and related resources in the Country.
- (s) “Minister” means \_\_\_\_\_.<sup>75</sup>
- (t) “Monitoring and Evaluation Success Indicators”<sup>76</sup> means metrics to monitor and evaluate achievements towards attaining the strategic goals of integrated geospatial information management and strengthens its implementation.
- (u) “Office of Geospatial Information Technology”<sup>77</sup> means an office within the GICU with primary responsibility for (i) developing and implementing best practices and standards for enabling data and technology interoperability, (ii) leveraging innovation to bridge the geospatial divide, and (iii) creating data management strategies for sharing and reuse obligations.

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<sup>72</sup> The size and scope of this working group will depend upon the number of stakeholders within Country’s geospatial ecosystem.

<sup>73</sup> The size and scope of this working group will depend upon the number of stakeholders within Country’s geospatial ecosystem.

<sup>74</sup> See <https://ggim.un.org/IGIF/part2.cshhtml>.

<sup>75</sup> Insert appropriate Minister (or Ministry), if applicable.

<sup>76</sup> For more information, see Strategic Pathway 1 of the IGIF

<sup>77</sup> Depending upon the country, this might be an individual a staff or an office.

- (v) “Specialist Working Groups”<sup>78</sup> means working groups established by the GIMC to monitor and evaluate achievements towards attaining strategic goals and strengthening geospatial information management.

## **2. Name and Application of Act**

This Act may be cited as the “Integrated Geospatial Information Management Act”.

## **3. Establishment and objectives of Geospatial Information Management Committee [Council][Board]<sup>79</sup>**

- (a) The Geospatial Information Management Committee (the “Committee”) is hereby established to act as the lead organization on matters relating to the management, use and integration of geospatial information within the Country.
- (b) The Committee shall be an interagency committee consisting of representatives from all government agencies within the Country that collect or use geospatial information.
- (c) The Chairperson shall be the [President<sup>80</sup>] of Geospatial Information Coordination Unit.
- (d) Each government agency described in Section 3(b) above shall each designate a representative to the Committee. Such representative shall be at the level of \_\_\_\_\_ or higher.<sup>81</sup>
- (e) The Committee must hold at least four meetings each year but may hold such further meetings as the Chairperson or a majority of the members determines from time to time.
- (f) The Chairperson or a majority of the members may, at any time on reasonable grounds and on notice of the purpose of the meeting, convene a special meeting of the Committee.

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<sup>78</sup> The number and types of Specialist Working Groups will depend upon the country and the size and nature of its geospatial ecosystem.

<sup>79</sup> Depending upon the country, this might be referred to as a Committee or a Council or even a Board.

<sup>80</sup> Highest executive position.

<sup>81</sup> Should be a senior position so that the stakeholder representatives have appropriate decision-making authority within their respective agency.

- (g) A majority of all the members of the Committee constitutes a quorum at any meeting of the Committee.
- (h) A decision of the majority of the members of the Committee present at any properly held meeting constitutes a decision of the Committee.
- (i) In the event a majority of votes is not obtained, the Chairperson shall cast the deciding vote.

#### **4. Powers of and functions of the Geospatial Information Management Committee**

The Committee shall work with the Minister<sup>82</sup> and the Geospatial information Management Agencies to perform the following functions:

- (a) Advising the Minister on geospatial information management within the Country.
- (b) Implementing relevant portions of the Integrated Geospatial Information Framework (IGIF), including<sup>83</sup>:
  - (i) [Conducting a Strategic Alignment Study;
  - (ii) Developing a Geospatial Information Management Strategy;
  - (iii) Implementing a Change Strategy;
  - (iv) Preparing a Governance Model;
  - (v) Developing the Monitoring and Evaluation Success Indicators;
  - (vi) Preparing Value Proposition Statement for geospatial information management;  
and
  - (vii) Adopting a Country-level Action Plan.]

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<sup>82</sup> To be included if Committee will report to a specific Minister.

<sup>83</sup> The Country's state of geospatial maturity will impact which of these are necessary.

- (c) Designating a Lead Agency for each of the Fundamental Geospatial Information Themes.
- (d) Creating Specialist Working Groups and appointing members after consultations and solicitations from the relevant Geospatial Information Management Agencies.
- (e) Promoting awareness of the value of integrating geospatial information with other types of information, including its importance for effective governance, planning and decision making.
- (f) Approving an annual budget for geospatial information management within the Country.
- (g) Submitting a report to the Minister, by [March 31<sup>st</sup>] of each year, stating the activities of the Committee and any Specialist Working Groups and including any recommendations from the Committee to improve geospatial information management.
- (h) Doing anything else necessary to achieve the objectives of effective geospatial information management.

## **5. Establishment and objectives of Geospatial Information Coordination Unit (GICU)**

The [insert name of lead agency]<sup>84</sup> is hereby designated as the Geospatial Information Coordination Unit (GICU) for geospatial information management within the Country.

## **6. Powers and functions of Geospatial Information Coordination Unit**

The GICU shall perform the following:

- (a) Create a Geospatial Information Management Strategy for the whole of government;
- (b) Appoint a Chief Geospatial Information Finance Officer;<sup>85</sup>

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<sup>84</sup> This can be an existing agency or a newly-created agency.

<sup>85</sup> May be an existing or new individual or an existing or newly created office.

- (c) Create an annual budget for geospatial management within the Country for approval by the Committee;
- (d) Appoint a Chief Geospatial Information Security Officer;<sup>86</sup>
- (e) Create an Office of Geospatial Information Technology within or outside the GICU and appointing as its head a Chief Geospatial Information Technology Officer;<sup>87</sup> and,
- (f) Recommend legislation and regulations to the Committee in connection with (a) – (e) above.

## **7. Geospatial Information Management Agencies**

Each agency designated by the GICU (each a “Geospatial Information Management Agency”) shall:

- (a) Work with the Committee to develop, adopt and implement, as appropriate, the following:
  - (i) Geospatial Information Management Strategy;
  - (ii) Change Strategy;
  - (iii) Governance Model;
  - (iv) Monitoring and Evaluation Success Indicators; and,
  - (v) Country-level Action Plan.
- (b) Collect, maintain, disseminate, and store geospatial information in accordance with the Act;
- (c) Promote the integration of geospatial information with information from all sources;

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<sup>86</sup> May be an existing or new individual or an existing or newly created office.

<sup>87</sup> May be an existing or new individual or an existing or newly created office.

- (d) Allocate resources to fulfill the responsibilities of effective geospatial information management as necessary to support the activities of the Committee and the Act;
- (e) Use all appropriate standards for geospatial information management, as identified by the Committee;
- (f) Coordinate and work in partnership with other government agencies, private sector and industry, academia and research institutions, and non-government organizations to support the purposes of the Act, including making data openly available and accessible to the greatest extent possible and adopting data sharing agreements and licenses adopted by the Committee;
- (g) Protect sensitive, personal, confidential and proprietary data in accordance with applicable laws, policies and agreements to include implementing appropriate information security procedures;
- (h) Submit to the Committee an annual report regarding its achievements in implementing the requirements of the Acts and other applicable laws and policies;
- (i) Develop quality control/quality assurance methods to ensure to the maximum extent practicable, that the geospatial information is of high quality and sufficient for the purposes for which it was collected and is being used; and,
- (j) Report any deficiency in the quality of geospatial information to the Lead Agency responsible for the applicable Fundamental Geospatial Data Theme.

## **7. Geospatial Information Stakeholder Working Group**

- (a) The Minister shall establish a Geospatial Information Stakeholder Working Group.
- (b) The Geospatial Information Stakeholder Working Group shall provide advice and recommendations to the Committee relating to implementation of the Act and ensuring the views of non-government stakeholders are conveyed to the Committee.
- (c) The Geospatial Information Stakeholder Working Group shall be composed of not more than \_\_\_<sup>88</sup> members representing the full range of stakeholders providing geospatial

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<sup>88</sup> Depends upon Country and size of its geospatial ecosystem.

information management within the Country. Members shall consist of representatives from the following sectors:

- (i) federal, state, regional, local, municipal government agencies;
  - (ii) private sector and industry geospatial information providers and users;
  - (iii) academia;
  - (iv) research facilities; and
  - (v) non-government organizations.
- (d) The Minister shall take care to ensure that appropriate under-represented groups and all geographic regions of the Country are represented on the Geospatial Information Stakeholder Working Group.
- (e) The Minister shall appoint a chairperson of the Geospatial Information Stakeholder Working Group.
- (f) The Minister shall not appoint an individual to the Geospatial Information Stakeholder Working Group that has a conflict of interest to make a recommendation pertaining to any lease, license, permit, contract, claim, agreement, or other matter with the Ministry in which the member has a direct financial interest.
- (g) A majority of the members of the Geospatial Information Stakeholder Working Group shall constitute a quorum, but a lesser number of members may hold meetings or hearings.
- (h) The Geospatial Information Stakeholder Working Group may hold meetings (which shall be open to the public) and sit and act at such times and places as the Minister or the chairperson of Geospatial Information Stakeholder Working Group may deem necessary.

## **8. Strategic Advisory Working Groups**

The Committee shall create the following Strategic Advisory Working Groups to provide guidance on the matters set forth below:

- (a) The Communications and Engagement Working Group shall advise the Committee on (i) heightening awareness and active engagement, (ii) increasing opportunities, innovations and accomplishments, and (iii) elevating trust, confidence and increased use of geospatial information.
- (b) The Policy and Legal Working Group shall advise the Committee on (i) ensuring sound and enabling policy and legal environment, (ii) maximizing the utility of geospatial information, and (iii) strengthening governance, security and accountability.
- (c) The Geospatial Information Capacity and Education Working Group shall advise the Committee on (i) increasing adoption of application of geospatial technologies and processes, (ii) stimulating creativity and innovative solutions to address real-world challenges, economic opportunities and growth, and wellbeing within the country, and (iii) equipping the country with increased knowledge, proficiencies and instincts in geography and geospatial sciences.
- (d) The Committee may create additional Strategic Advisory Working Groups as it considers appropriate or necessary.
- (e) The Committee may appoint experts or persons with special skills who are not members of the Committee to the Strategic Advisory Working Group.
- (f) The Chairperson shall designate one members of each Strategic Advisory Working Group as chairperson of such Working Group.

## **9. Fundamental Geospatial Data Themes**

- (a) The Committee shall designate the Fundamental Geospatial Data Themes to include the associated datasets (with attribute records and coordinates).
- (b) The Committee shall designate one or more Geospatial Information Management Agencies as the Lead Agency for each Fundamental Geospatial Data Theme.
- (c) Each Lead Agency shall:
  - (i) Be responsible for ensuring the coordinated management and stewardship of their respective Fundamental Geospatial Data Theme;

- (ii) Provide leadership and facilitate the development and implementation of geospatial information standards for their respective Fundamental Geospatial Data Theme;
- (iii) Develop partnership programs with other government agencies, private sector and industry, academia and non-government organizations;
- (iv) Collect and analyze feedback from users of their respective Fundamental Geospatial Data Themes; and
- (v) Submit to the Committee a performance report, at least annually, that documents its activities relating to their respective Fundamental Geospatial Data Themes.

## **10. Geospatial Information Management Standards**

- (a) The Committee shall establish geospatial information management standards for each Fundamental Geospatial Data Theme.
- (b) The standards shall include rules, conditions, guidelines, and characteristics for the Fundamental Geospatial Data Themes, including standards for metadata.
- (c) The standards shall be consistent with international standards and protocols to the maximum extent possible.
- (d) The Committee shall periodically review and update as necessary for the standards to remain current, relevant, and effective.
- (e) The Minister may exempt any Geospatial Information Management Agency from any provision relating to creation, publication or use of standards upon written request and proper justification and approval by the Geospatial Information Coordination Unit.

## **11. Metadata**

- (a) Each Geospatial Information Management Agency shall capture and maintain metadata for geospatial information to the maximum extent possible.

- (b) A Geospatial Information Management Agency shall ensure that such metadata is available to users of geospatial information.
- (c) The Minister may exempt any Geospatial Information Management Agency from any provision relating to the maintenance or use of metadata upon written request and proper justification and approval by the Geospatial Information Coordination Unit.

## **12. Access to Geospatial Information**

- (a) Geospatial Information Management Agencies shall make their respective geospatial information holdings accessible and usable to the fullest extent possible while complying with applicable national security, data protection and information security laws and complying with applicable agreements, contracts and licenses.
- (b) The Committee shall work with the Geospatial Information Policy and Legal Working Group to prepare or adopt, as the case may be:
  - (i) A form Open Data License for the sharing of geospatial information that can be openly shared with industry, academia, the public and the private sector;
  - (ii) A form Geospatial Information Sharing Agreement to be used to share geospatial information between government agencies; and,
  - (iii) Any other agreement or policy necessary to address policy and legal issues that impact geospatial information management.
- (c) Geospatial Information Management Agencies may enter into collaborative maintenance agreements with Lead Agencies which provide for the frequency and format by which Fundamental Geospatial Data Themes shall be updated and the medium for delivery.

## **13. Regulations<sup>89</sup>**

The Minister may by appropriate notice promulgate regulations in respect of this Act.

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<sup>89</sup> Most legislation needs additional implementing regulations.

## **14. Liability<sup>90</sup>**

No person shall be liable for anything he or she does in good faith in the exercise or performance or purported exercise or performance of any obligation or duty pursuant to the terms of the Act.

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<sup>90</sup> For consideration.