



**Policy Guiding the Usage of Spatial Data  
Contained In The *NMBM*'s Geographic  
Information System (GIS)**



## Table of Contents

Definitions .....	iii
1. Purpose .....	1
2. Regulatory Framework .....	1
3. Policy Principles.....	1
4. Policy Objectives .....	2
5. Policy Scope .....	2
6. Policy Provisions.....	3
7. Types of Data .....	3
8. Access Request Categories for Spatial Data.....	5
9. Spatial Data Access Constraints.....	5
10. Categories of Spatial Data <i>Users</i> .....	6
11. Format of Spatial data .....	7
12. Metadata.....	8
13. Costing of Spatial information and Related Products.....	9
14. Spatial information <i>User Agreement and Disclaimer</i> . .....	11
15. National recommended Data Custodians .....	14
16. Implementation procedures .....	14
17. Policy review.....	17
Annexure A .....	18
Annexure B .....	22
Annexure C .....	25

## DEFINITIONS

**“base data set”** means those themes of *spatial information* which have been captured or collected by a *data custodian*;

**“Council”** means the council of the Nelson Mandela Bay Metropolitan Municipality as referred to in Section 18 of the Local Government: Municipal Structures Act 117 of 1998;

**“data custodian”** means an *organ of state*; or an independent contractor or person engaged in the exercise of a public power or performance of a public function, which captures, maintains, manages, integrates, distributes or uses *spatial information*;

**“data set”** means an identifiable collection of related *spatial information*;

**“features”** means geographic phenomena having common characteristics;

**“field”** means an area of a database record into which a particular item of data is entered;

**“gis”** – can refer to the geographic information system software, or to the total system in the NMBM that manages and displays spatial linked information

**“gis unit”** – NMBM personnel (single or group) in different Directorates that fulfil spatial linked functions.

**“maintenance”** when used in relation to *spatial information*, means measures taken to ensure that *spatial information* conforms to the standards and prescriptions determined in terms of this Act; or the updating or modification of *spatial information* to ensure that it remains usable and reliable;

**“metadata”** means a description of the content, quality, condition and other characteristics of *spatial information*;

**“NMBM”** means the Nelson Mandela Bay Metropolitan Municipality, a Category A municipality established in terms of Part 2 of Schedule 1 of Notice 85 in the Eastern Cape Provincial Gazette No.654 on 27 September 2000, promulgated in terms of Section 12(1) of the Local Government: Municipal Structures Act 117 of 1998;

**“organ of state”** means an organ of state as defined in section 239 of the 30 Constitution;

**“PAIA”** refers to the Promotion of access to Information Act, 2000 (Act No.2 of 2000);

**“Policy”** means the Policy Guiding the Usage of Spatial Data Contained in The NMBM's Geographic Information System (GIS)

**“quality”** means the degree to which *spatial information* which has been captured or collected satisfies stated or implied needs, and includes geographic information about lineage, completeness, currency, logical consistency and accuracy of the *spatial information*;

**“record”** means a record as defined in section 1 of the Promotion of access to Information Act, 2000 (Act No.2 of 2000);

**“SASDI”** means the South African Spatial Data Infrastructure established by section 3 of the SDI Act;

**“SDI”** refers to the Spatial Data Infrastructure Act (Act 54 of 2003);

**“spatial information”** means information about spatial objects or *features* and their attributes;

**“user”** means any person who has obtained access to *spatial information* in order to use such information.

## 1. PURPOSE

- 1.1 The purpose of this *Policy* is to promote uniformity in the usage and dissemination of Spatial Data as contained in the *NMBM's* Geographic information System.

## 2. REGULATORY FRAMEWORK

- 2.1 This *policy* gives effect to the provision of the following legislation:
- a) Section 32(1)(a) and (b) of the Constitution of the Republic of South Africa, (Act 108 of 1996)
  - b) Promotion of Access to Information Act (Act 2 of 2000)
  - c) Spatial Data Infrastructure Act (Act 54 of 2003)
  - d) ISO standards under ISO/TC 211 and SABS/SC 71E
  - e) Municipal Systems Act (Act 32 of 2000)
  - f) The Protection of Personal Information Act (Act 4 of 2013)

## 3. POLICY PRINCIPLES

- 3.1 The *NMBM* Corporate GIS Division has an obligation to develop, manage and maintain a *spatial information* system environment to provide more efficient and value added services to its citizens and clients.
- 3.2 It is the intent of the *NMBM* to provide access to *spatial information* as permitted or required by law.
- 3.3 It should be noted that the principle of access to information is rooted in section 32(1)(a) and (b) of the Constitution, as well as the Promotion of Access to Information Act (PAIA) (Act No.2 of 2000) which requires the organs of state to make all public records available to the public.
- 3.4 Nothing in this *policy* will be construed to be in conflict with the legislation applicable to the Republic of South Africa.

## 4. POLICY OBJECTIVES

4.1 This *policy* will give an indication with regards to access to, use of, and dissemination of *NMBM GIS Spatial information*. This includes personnel, hardware, software, data, procedures, and products related to *NMBM Spatial GIS Information and Datasets*.

4.2 The strategic objectives of this *policy* are to:

- a) Guarantee and ensure *NMBM* compliance to all legislative requirements relating to the handling and dissemination of spatial and related information;
- b) Provide guidelines and processes for access to, and dissemination of, both information contained in the *NMBM GIS*, as well as map and related data products;
- c) Realise the full potential of GIS software and data already available within the *NMBM* thereby increasing the efficiency and effectiveness of *NMBM* service delivery;
- d) Improve working relationships, collaboration and information sharing between *data custodians*, *data users* and the public through the use of the *NMBM Corporate GIS* and its relevant *Spatial Data*;
- e) Encourage and improve data and information integration between all municipal departments and various levels of Government;
- f) Promote the use and sharing of *spatial information* in support of spatial planning, socio economic development and other related activities
- g) Uphold the standards, *quality* and accuracy of spatial data within the *NMBM*;
- h) Provide a process for access to both information contained in the *NMBM GIS* as well as map and data products developed by the system.

## 5. POLICY SCOPE

5.1 All *users* given access to any *NMBM GIS* resources are expected to have read, understood and comply with this *policy*. These resources include all *Spatial Data* on the internal network via *CorpGIS Web* or *ArcGIS*, as well

as the Spatial Data available on the [www.nelsonmandelabay.gov.za](http://www.nelsonmandelabay.gov.za) Webpage, either thru the online mapping service, or the downloadable Spatial Data.

## **6. POLICY PROVISIONS**

6.1 All spatial datasets in custody of a GIS *user* or system will be regarded as the property of the *NMBM* and thus will conform to the municipal standards.

6.2 The spatial data that is used in the *NMBM* GIS Environment is available to all *NMBM* employees and political role-players that is connected to the *NMBM* Intranet network. Selected spatial data is also available to the General Public via the *NMBM* website. The website has a digital map of the *NMBM* as well as downloadable datasets of *base data sets*.

## **7. TYPES OF DATA**

7.1 Various types of Spatial data exist in the *NMBM* for GIS use. These can be divided as follows:

- a) Core Base *Data Sets*;
- b) Core Municipal *Data Sets*;
- c) Enhanced Spatial Data Products;
- d) GIS Non-Spatial *data* derived products.

7.1.1 Core *Base Data Sets*:

- a) Most of the type of spatial *data sets*, in use by the *NMBM* are the cadastral, ward, allotment area and municipal boundary *spatial information*;
- b) This data falls under the custodianship of either National or Provincial, or related (National Demarcation Board), bodies of State as per the Spatial Data Infrastructure Act (Act 54 of 2003). Changes, updating and *maintenance* of these datasets are the responsibility of these custodian entities. This data is always backed by proclamations in the Government Gazette or Surveyor General Diagrams;



- c) These datasets are also available from the Custodians of the data directly to any public spatial *user*;
- d) The *NMBM* do updates on these datasets to ensure the highest possible data accuracy on the GIS System and Data Used on a daily basis. The Cadastre dataset gets updated on a daily basis to ensure optimum accuracy.

#### 7.1.2 Core Municipal *data sets*:

- a) Most of these type of spatial *data sets*, in use by the *NMBM*, is of data unique to the municipal area. These spatial datasets include roads, parks, cemeteries, waterlines, power lines, storm water and sewage infrastructure;
- b) Changes, updating and *maintenance* of these datasets is the responsibility of the *NMBM* internally. These actions are currently either done by *NMBM* officials, or procured by an appointed service provider(s) that capture and maintain the information. Custodianship of these datasets are assigned to the relevant municipal directorates. The frequency of the updates on these spatial datasets differs from Dataset to Dataset.

#### 7.1.3 Enhanced Spatial Data Products:

- a) This information was procured via appointed service providers to supplement, enhance and add value to the Core Base data and Core Municipal *Data Sets*;
- b) The products include Ortho Photos and Lidar coverage.

#### 7.1.4 GIS Non-Spatial data derived products:

- a) This information includes all printed maps, prepared PDF's, JPG files, tables, spreadsheets and other related material made available to *users* and the public with no spatial components in the products.

## **8. ACCESS REQUEST CATEGORIES FOR SPATIAL DATA**

8.1 For the purpose of this *policy* it needs to be noted that requests for access to and dissemination of the *NMBM's* spatial data can be divided onto two types of requests. They are Public Records and Custom Records. Records identified as exempt, under Chapter 4 of the Promotion of Access to Information Act (Act 2 of 2000), will not be considered as either Public or Custom records and will not be made available as per Act limitations.

8.1.2 Public Records:

- a) Public records are information, hard copy and/or digital formation that have been developed or produced in the normal course of activity for the operation and conduct of local government;
- b) Therefore, public records are information that already exist and will be provided to a *user* in the form and format that the information is stored and maintained, during the day-to-day operation of the *NMBM*;
- c) These are usually listed in the organisation's manual of records prepared in terms of section 14 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000) and revised annually.

8.1.3 Custom Records and Products (Value added Products):

- a) Custom products are digital and/or hard copy information that the *NMBM* has the ability to create, but is not required for the normal operation and conduct of local government and does exist at the time of the request;
- b) For a custom product to be developed, it will require using municipal resources to collect, manipulate, reformat, program and test *quality* control in order to respond to a specific request.

## **9. SPATIAL DATA ACCESS CONSTRAINTS**

9.1 Spatial Data Access Constraints can be categorised in the following way:

- a) Third Party Datasets;
- b) Personal Records;

c) Security of Individual and other Property (Sensitive Data).

9.1.2 Third Party Datasets:

- a) The *NMBM* GIS databases contains spatial datasets that are obtained from outside organization. These datasets are intended for *NMBM* use only and cannot be disseminated to other *users* outside *NMBM*, as per license agreement by the supplier;
- b) Any request to access these *data sets* in electronic form should be directed to original organizations/*data custodian* that own the dataset.

9.1.3 Personal Records:

- a) Any information classified as personal records or containing information making reference to personal records will not be made available to *users* outside the *NMBM* or any internal *users*.

9.1.4 Security of Individual and Other Property (Sensitive Data):

- a) Certain categories of information in the GIS database could endanger safety of individual and e.g. *NMBM* property when disclosed to inappropriate *users*. Hence access to such records may be strictly controlled. These datasets include *NMBM* infrastructure information;
- b) Where disputes arise, the owner of the data will determine access to such records in accordance to applicable legislation.

**10. CATEGORIES OF SPATIAL DATA USERS**

10.1 Categories of Spatial Data *Users* can be categorised as follows:

- a) Internal Spatial Data *Users*;
- b) External Spatial Data *Users*.

10.1.2 Internal Spatial Data *Users*:

- a) *NMBM* personnel, including political role-players: These *users* are those that connects to the *NMBM* internal network. Access to the GIS is via CorpGIS Web or via Desktop software – Esri's ArcGIS. This data can include Personnel and Sensitive information;

- b) *NMBM* contractors that can access and/or request parts of datasets applicable to their scope of work and area of work as per awarded contract and SLA. These *users* obtain access via CorpGIS Web, *NMBM* GIS Software or their own Software on their own hardware. This data can include limited Personnel and Sensitive information.

#### 10.1.3 External Spatial Data *Users*:

- a) Personal information *user* – Individuals that enquire about their own property, either in person or as via a person that is an authorised representative of the owner, with relevant documentation;
- b) Website *user* – *Users* that make use of the online GIS Map that is published on the Official Nelson Mandela Webpage, Under GIS Services. Various datasets are accessible online here, but no personal or sensitive data is being made available;
- c) Spatial data *User* – These *users* make use of the available downloadable *spatial information* on the official *NMBM* website. This information covers a wide array of topics and can be used on various GIS software platforms on the *users'* own hardware.

## 11. **FORMAT OF SPATIAL DATA**

11.1 All spatial data gathered, produced or acquired by *NMBM*, or for *NMBM* by any third party, should conform to the following formats and standards as a norm for *NMBM* and comply with the following conditions:

- a) Spatial data should be saved in ESRI supported spatial formats as shapefiles (.shp) or Geo-databases (GDB);
- b) Data should have fully defined coordinate reference systems readable by ESRI software (prj file for shapefiles for example). If this is not possible, the coordinate reference system should be fully defined in the *metadata* supplied with the data;
- c) The spatial reference system to be used should preferably be “un-projected” i.e. a geographic coordinate system based on the Hartebeesthoek 94 datum. If this is not possible, data should be projected to the “*NMBM* Projection”;

d) Exact details in ESRI format:

Projection:	Transverse_Mercator
False_Easting:	0.0
False_Northing:	0.0
Central_Meridian:	25.0
Scale_Factor:	1.0
Latitude_Of_Origin:	0.0
Linear Unit:	Meter (1.0)
Geographic Coordinate System:	GCS_Hartebeesthoek_1994
Angular Unit:	Degree (0.0174532925199433)
Prime Meridian:	Greenwich (0.0)
Datum:	D_Hartebeesthoek_1994
Spheroid:	WGS_1984
Semimajor Axis:	6378137.0

- e) The use of CAD file formats as a data sharing/transferring format is discouraged, especially since most CAD packages now have the ability to create ESRI shapefiles, which is the preferred format;
- f) All spatial data should be accompanied with relevant *metadata* as detailed below.

## 12. METADATA

12.1 In order to comply with the Spatial Data Infrastructure Act (Act 54 of 2003), all spatial data, for which *NMBM* is deemed to be the custodian, must have *metadata*. Capturing/publishing of *metadata* must also be included in the manual on functions as described in section 14 of the Promotion of Access to Information Act. 2000 (Act No. 2 of 2000).

12.2 All spatial data in the *NMBM*'s Spatial databases will therefore have to describe the following *metadata* elements:

- The date when the data was captured or created;
- The time period that this data is relevant to (in case the data is historical or depicts a temporary state);

- c) Who should be credited with the creation of the data (this could be the author, source, copyright holder, creator or custodian);
- d) The applicability or purpose i.e. what this data can or should be used for;
- e) The accuracy - spatial accuracy/resolution or largest scale that the data should be used at;
- f) The contact details of the author/custodian;
- g) The distribution rights, for example: details of the copyright owner (if any), specifics of any license agreement relating to the data, indication if the data can be freely distributed.

### **13. COSTING OF SPATIAL INFORMATION AND RELATED PRODUCTS**

- 13.1 Since it is not the primary function of any the GIS Units to provide spatial data to third parties outside the municipality, the GIS Units reserves the right to charge a fee based on the provisions prescribed in the Promotion of Access to Information Act (Act 2 of 2000) for extracting and providing spatial data.
- 13.2 The fee will cover labour and media costs where applicable. The spatial data itself will be regarded as free, unless prohibited by other contracts or licensing agreements. The various GIS Units will make a pricing schedule available and update this on an annual basis.
- 13.3 Pricing of *Spatial information* and Products will be based on the Committee for *Spatial information's* (as per SDI Act, 54/2003) Approved "Policy on Pricing of *Spatial information* Products and Services" (Policy no.2) as was published in the Government Gazette on 16 February 2015 (Gazette No.38474, p15)
- 13.4 For generally available products and services:
- a) The principles guiding the *policy* on the pricing of such products and services need to be consistent with the provisions of the Promotion of Access to Information Act, 2000, meaning the *NMBM* will charge the

*user* what it costs the *NMBM* to make the information available in the requested format. This main principle is referred to as Cost of Fulfilling *User Request* (COFUR). For the purposes of this *Policy*, the products and services of a *data custodian*, for which public funding is provided, is regarded as generally available *spatial information* products and services;

- b) The COFUR principle is to be used in the public sector to determine prices for generally available *spatial information* products and services (also referred to as standard products). For the purposes of this *policy* document, COFUR means that the pricing structure for *spatial information* is based on recovering the costs of the materials used for copying, printing, preparing for dispatch, postage and packaging;
- c) When requested to do so, public sector organisations must provide the method used, including all cost elements and unit costs, to determine the prices of products and services;
- d) A public sector organisation may provide *spatial information* products and services at less than the COFUR price;
- e) The cost to make a staff member and workstation available at a public counter or other service centre is regarded as one of the functions of the organisation, i.e. service delivery. These services are fully funded by moneys allocated to the organisation by Parliament or from statutory rates and taxes, and need not be recovered from *users*. These costs should therefore not be included in the COFUR;
- f) In terms of the Promotion of Access to information Act, 2000, the State (in general) is not exempted from paying charges determined under this *Policy*.

13.5 For Value-added/Special products and services;

- a) Products and services falling into this category are not generally available and are generally of use only to a specific client. A client who requests such services from an organisation needs to be made aware that any costs incurred by the organisation in the provision of the requested special product or service will be for the client's account;

- b) The pricing would generally be determined in the terms and conditions of the service level agreement or contract between the client and the organisation, or through the fees of office, or rates provided for in terms of legislation;
- c) When a special product (or service) is prepared for a client and a new client subsequently requests the same product, the further provision of the product must be in accordance with the COFUR principle and not charged for in full. If the previously prepared product requires adaptations for the new client, the client should be charged only for the cost of such adaptations;
- d) The following cost items could be used to determine the cost of the product or service;
  - i) Human resources - total cost of employment, and not only salary, as apportioned to the product or service;
  - ii) Materials consumed;
  - iii) Equipment (including ICT systems) - capital, *maintenance* and running cost;
  - iv) Apportionment of infrastructure (direct and overhead) – including electricity and water;
  - v) Communication - including ICT networks and Internet usage;
  - vi) Transport;
  - vii) Accommodation;
  - viii) Rates and taxes, if applicable;
  - ix) Incidental costs.
- e) Note that the cost of generally available *spatial information* must not be included.

## **14. SPATIAL INFORMATION USER AGREEMENT AND DISCLAIMER.**

14.1 *Spatial information User Agreement and Disclaimer* can be categorised as follows:

- a) Acknowledgement of conditions;
- b) Immunity from liability;
- c) Copyright;



d) Indemnity.

14.1.1 Acknowledgement of conditions:

- a) All *Spatial information users* will abide by the terms and conditions for use of GIS products as prescribed by this *policy*;
- b) All *users* accepting any *Spatial information* product will be provided and/or made aware of the municipal license agreement;
- c) *Users* of printed maps and non-digital spatial products will be made aware of the *NMBM Spatial information User Agreement and Disclaimer* via notices at the various GIS Units producing the Products. A disclaimer may also be printed onto the map or product;
- d) Digital *Spatial Data users* will have to sign *NMBM Spatial information User Agreement and Disclaimer* upon acceptance of the digital data;
- e) *Spatial information Users* accessing the Corporate GIS online Mapping service, as well as the online spatial data downloads via the *NMBM* official website, will have to agree and accept an online *NMBM Spatial information User Agreement and Disclaimer*. A disclaimer will also be printed on any maps or products that may be generated via the mapping service;
- f) The disclaimer will read as follows:
  - i) *All Spatial data and information supplied remains the sole property of NMBM. Any unauthorized alteration; modification; propagating and/or use for gain or otherwise is strictly prohibited. The NMBM provides no warranty, express or implied, as to accuracy, completeness or reliability of the data. No liability will devolve upon, or be incurred by the NMBM and/or it's officials through, use of data.*

14.1.2 Immunity from Liability:

- a) In making GIS data accessible, the *NMBM* makes no warranty of accuracy. The information contained in the fulfilment of any GIS data or map request is compiled for use by the *NMBM* as per various record that is available to the *NMBM* up to the date of request;
- b) The *NMBM* does not warrant the accuracy of any produced data, map or application for final decision making purposes. Any person or entity

utilising requested GIS data should independently verify the accuracy of all information provided. Neither the *NMBM*, nor its employees and representatives, will be liable for the information, neither provided nor by any oral representation, based on said data;

- c) Any inaccuracies will be reported to the *NMBM* or its *data custodians* as stipulated in chapter 17 of the Spatial Data Infrastructure Act of 2003 (Act 54 of 2003).

#### 14.1.3 Copyright:

- a) All *Spatial information* products and services originated by the State are protected in terms of the Copyright Act, 1978 (Act 98 of 1978). As the State President is the holder of State copyright, all organs of State enjoy unhindered use of the *spatial information* products and services of other organs of State, without a need for further permission to copy in terms of that copyright. i.e. “© year. CSG All rights reserved”;
- b) The *NMBM* or other suppliers assert copyright over all works including computer programmes and collections of data supplied to the *User* as part of the service. All such items are supplied for the personal use of the *User* only, and only for purposes permitted by applicable law. The data may not be copied or distributed to any other person in any manner or form for reward or any other purpose;
- c) The *User* undertakes to refrain from any infringement of the *NMBM* copyright to the data and to guarantee that all other persons to whom the *User* makes available any copyrighted data obtained from the *NMBM* for authorised purposes, including partners, employees, clients or professional advisers will do likewise.

#### 14.1.4 Indemnity:

- a) The *NMBM* will not be liable for any loss or damages suffered by the *User* as a result of any inaccuracy in the service or data supplied, any interruption in access or supply or change in service levels in or any failure on the part of the *NMBM* to supply the service timeously or at all. The *User* acknowledges that the *NMBM* will have no control over the use made of any data supplied in terms hereof;

- b) The *User* waives all claims against the *NMBM* for any loss or damage suffered by the *User* and indemnifies the *NMBM* against any claim by any other person arising from incorporation of the data in any plan, design or other work, or from reliance upon the completeness or accuracy of the data for any purpose whatsoever;

## **15. NATIONAL RECOMMENDED DATA CUSTODIANS**

15.1 As per the SDI Act (54 of 2003) it is recommended that any spatial data and/or related information, be sourced firstly from the National Custodian of the relevant data.

15.2 The following base dataset theme coordinators and contributing custodians is recommended by *SASDI* as sources for the relevant information as indicated;

- a) The Chief Directorate, National *Geo-Spatial information* (NGI) in the Department of Rural Development and Land Reform (DRDLR) was recommended as a base data co-ordinator for aerial imagery and geodesy;
- b) The South African National Space Agency was recommended as a base data coordinator for satellite imagery and curator;
- c) The Department of Water and Sanitation was recommended as a base data coordinator for hydrology.

## **16. IMPLEMENTATION PROCEDURES**

16.1 *NMBM* core *base data sets* are accessible to everyone and can be downloaded from the *NMBM* official website, or obtained at the Municipal Offices at Sections dealing with digital *spatial information*. These base datasets currently include the following datasets and will be expanded as per needs:

- a) Ward Boundaries
- b) Full title cadastral information
- c) Sectional title cadastral information

- d) Proposed cadastral information
- e) Allotment areas
- f) Street addresses

16.2 These core base datasets will be available on acknowledgement of a Spatial Data Terms of use disclaimer, either on the Webpage or the Municipal Offices. This Spatial Data use disclaimer applicable is referenced under Annexure B.

16.3 *NMBM* spatial data and linked information pertaining to an individual will be made available to either the owner, or an authorised representative of the owner or owning company. This data can be in digital or printed format. Personal and relevant data falling under the Sensitive data category must be requested at the relevant Directorate or *data custodian*. This data may include all data types as described under point 7 of this policy.

16.4 This information will be available on acknowledgement and or signing of a Spatial Data Terms of use disclaimer at the Municipal Offices. This Spatial Data use disclaimer(s) is referenced under Annexure A for digital and Annexure C for printed information.

16.5 All *NMBM* spatial data and linked information will be made available to consultants that have been appointed by the Municipality for specific projects. This data and information will be made available upon full consent of the relevant Directorate or *data custodian*. The data will also be strictly limited only to geographical areas and specific needs of the appointed consultant as described in their Project Tender, Scope of Work and Service Level Agreement with the *NMBM*. Unless clearly indicated in the mentioned documents, no complete datasets whatsoever, other than the *base data sets*, may be made available to any consultants. This data may include all data types as described under point 7 of this *policy*. Personal and relevant data falling under the Sensitive data category must be requested at the relevant Directorate or *data custodian*.

- 16.6 All new *spatial information* derived or created by the consultant under their contract with the *NMBM* will be made available by them to the *NMBM* in an acceptable spatial format for inclusion in the *NMBM* Corporate GIS.
- 16.7 This information will be available on the completion and signing of a Spatial Data Terms of use disclaimer at the Municipal Offices. This Spatial Data use disclaimer(s) is referenced under Annexure A for digital and Annexure C for printed information. Their letter of appointment, Service level agreement and scope of work need to accompany their request.
- 16.8 Government Departments will have access to the *NMBM* spatial data and linked information as per relevant Legislation and agreements. This data may include all data types as described under point 7 of this *policy*. Personal and relevant data falling under the Sensitive data category must be requested at the relevant Directorate or *data custodian*. Annexure A needs to be completed and signed.
- 16.9 Academic, Research and associated users can have access to *NMBM* spatial data and information for the purpose of conducting studies or research only. This data may include all data types as described under point 7 of this *policy*. Full motivation and supporting letters from the relevant institutions needs to accompany the data requests. Personal and relevant data falling under the Sensitive data category must be requested at the relevant Directorate or *data custodian*. Annexure A needs to be completed and signed.
- 16.10 Other Public user data requests for full datasets of the *NMBM* as defined under point 7 of this *policy*, but excluding the Core *base data sets*, needs to be made through the Office of the City Manager. These applications may be informal or as per the regulations as defined in the PAIA legislation.
- 16.11 All printed or printable maps must include the disclaimer as referenced to in Annexure C and the *NMBM* logo.

16.12 All printed maps or media will be subject to cost payable as calculated by relevant producing directorate. Supply of digital *spatial information* will be subject to the cost of data preparation as stipulated in the Promotion of Access to Information Act (PAIA) (Act 2 of 2000).

## **17. POLICY REVIEW**

17.1 This policy will be subject to a 3-year review cycle, or earlier as determined by legislation or otherwise.

17.2 The NMBM, as public authority subject to budgetary constraints, reserves the right to change, from time to time, its official policy regarding the level of service provided, including conditions of supply and fees payable. In case of conflict between the provisions of this GIS policy and directives contained in any amended Council policy, the latter will prevail.

## ANNEXURE A

### *(Terms of Use – Digital Spatial information)*

#### **NELSON MANDELA BAY METRO SPATIAL DATA REQUEST DETAILS AND TERMS OF USE FOR DIGITAL SPATIAL DATA REQUESTED FROM NMBM.**

The following Terms of Use apply to all Spatial Data and Information acquired from *NMBM*, either in printed format, digital non-spatial format or digital *spatial information*.

#### **1. DISCLAIMER**

*NMBM* makes this data available on an “as is” basis and explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

*NMBM* makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability of downloadable datasets, mapped data and information on the official *NMBM* website, printed media or digital data, products, services, or related graphics contained therein for any purpose. Any reliance placed on such data is therefore strictly at *user’s* own risk.

*NMBM* takes no responsibility for, and will not be liable for any errors, omissions, or inaccuracies in the data provided regardless how caused; or any decision made or action taken or not taken by anyone using or relying upon data provided by *NMBM* internally over the counter or externally via downloaded or supplied data.

All requested Spatial data or products will be supplied on media as supplied by the data requester. Media that will be accepted includes sealed cd, dvd, flash drives and external hard disk drives. All transport, courier and postal costs will be carried by the data requester.

## 2. USE OF DATA

The *User* may use the data supplied free of charge, subject to the terms and conditions set out herein and added or amended from time to time and the *user* specifically undertakes and agree to the following:

1. The *User* is required to explicitly state that *NMBM* does not warrant or guarantee the *quality* or accuracy of the data, accessed, extracted and/or used from this site;
2. To only use the data for a lawful purpose;
3. Not to use the data to commit a criminal offence;
4. Not to use the data to infringe any lawful entitlement, be it constitutional or common law, of any person, natural or juristic;
5. Not to use the data to impersonate another or misrepresent his, her or its identity;
6. Not to alter, damage, delete any content or load any harmful programmes, computer code or files which may alter, damage, interrupt or limit access to or data from any other person;
7. The *User* may not, under any circumstances, stated either expressly or by implication, that access to or the use of acquired data from *NMBM* has the endorsement, affiliation, support or approval of *NMBM*;
8. The data supplied to *NMBM* service providers under contract will be used only for the relevant project and contract periods;
9. On completion of a *NMBM* Service providers' project all copies of data supplied by *NMBM* will be removed from Service Provider's company systems and destroyed;
10. All new *Spatial information* and data generated by the Service provider will be made available to *NMBM* in a fully spatial enabled format, e.g. .shp or GDB's accessible via Esri software;
11. The spatial data and products acquired will not be supplied or sold, by the data recipient and/or company, to any other third party without the written consent of the City Manager of *NMBM*.



### **3. ACKNOWLEDGING NMBM AS DATA SOURCE**

The data requester is not required to credit NMBM for each use or reproduction of the used data datasets, they are entitled, and encouraged, to do so.

The data requester is also encouraged to indicate that relevant used datasets are publicly available from the *NMBM* under conditions of this *policy*.

Upon the request of *NMBM* the data requester may be required to remove a credit from future uses or reproductions should the *NMBM* decide that such credit is not in the public interest.

### **4. INDEMNITY**

The *User*, of *NMBM* Spatial datasets and related products, hereby indemnifies and hold NMBM, directors, agents and servants harmless against:

- a. any damage (whether foreseeable or not), whether movable or immovable, including any consequential damage or loss directly or indirectly flowing from use of or his, her or its reliance on the data received;
- b. liability in respect of any claims, including costs, which may be lodged or instituted as a consequence of his, her or its use of or reliance on the data received from any third parties, including any consequential damage directly or indirectly;

### **5. REPORTING ERRORS OR OTHER PROBLEMS ON THIS SITE**

*Users* of *NMBM* Spatial data should report any errors or problems that they encounter while using the data or accessing the data provided to the *NMBM* source of their data.

Clear indication needs to be given on what the error is, as well as the correct information relevant to the reported error.

6. **ACKNOWLEDGEMENT OF TERM OF USE**

- Description of Data Requested:

---

---

---

---

---

---

---

- Purpose:

---

---

- Details of Requester:

Name: \_\_\_\_\_

Contact No: \_\_\_\_\_

Company: \_\_\_\_\_

Project: \_\_\_\_\_

Signature of applicant: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEXURE B

*(Disclaimer to be added to GIS Page of NMBM Website)*

### **NELSON MANDELA BAY METRO SPATIAL DATA TERMS OF USE FOR WEBSITE MAP BROWSER AND DATA DOWNLOADS FROM NMBM OFFICIAL WEBSITE.**

#### **1. DISCLAIMER**

The *User* hereby irrevocably accepts the terms and conditions set out herein when this site is accessed and data is used.

*NMBM* makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability of downloadable datasets, mapped data and information on the official *NMBM* website, printed media or digital data, products, services, or related graphics contained therein for any purpose. Any reliance placed on such data is therefore strictly at *user's* own risk.

*NMBM* takes no responsibility for, and will not be liable for the *NMBM's* website, and therefore GIS Mapping and data downloads, being temporarily unavailable due to technical issues beyond our control.

*NMBM* hereby reserves the right, at its sole discretion, to unilaterally edit, add, remove and/or amend any term and/or condition applicable to this site without any prior warning to the *User*.

#### **2. USE OF DATA**

The *User* may use the data supplied free of charge, subject to the terms and conditions set out herein and added or amended from time to time and the *user* specifically undertakes and agree to the following:

- The *User* is required to explicitly state that *NMBM* does not warrant or guarantee the *quality* or accuracy of the data, accessed, extracted and/or used from this site;
- To only use the data for a lawful purpose;
- Not to use the data to commit a criminal offence;
- Not to use the data to infringe any lawful entitlement, be it constitutional or common law, of any person, natural or juristic;
- Not to use the data to impersonate another or misrepresent his, her or its identity;
- Not to alter, damage, delete any content or load any harmful programmes, computer code or files which may alter, damage, interrupt or limit access to or data from any other person;
- The *User* may not, under any circumstances, stated either expressly or by implication, that access to or the use of acquired data from *NMBM* has the endorsement, affiliation, support or approval of *NMBM*;
- The spatial data and products acquired will not be supplied or sold, by the data recipient and/or company, to any other third party without the written consent of the City Manager of *NMBM*.

### 3. **RESERVATION OF RIGHTS**

- *NMBM* reserves the right to discontinue availability of content on this website at any time and for any reason.
- *NMBM* reserves the right to revise and otherwise change the terms of use at any time and without notice. Any modification is effective immediately upon posting, unless otherwise stated.
- The *User's* continued use of City's website following the posting of any modification signifies the *User's* acceptance thereof.
- *Users* are advised to periodically visit this page to review the current terms and conditions of Use.

#### 4. REPORTING ERRORS OR OTHER PROBLEMS ON THIS SITE

*Users* of this website should report any errors or problems that they encounter while using this website or accessing the data provided herein. Please report errors by email to [corpgis@mandelametro.gov.za](mailto:corpgis@mandelametro.gov.za) or by using the **Feedback** function on the Website.

## ANNEXURE C

*(Disclaimer to be added to all printed/produced non-spatial digital material)*

### **NELSON MANDELA BAY METRO SPATIAL DATA TERMS OF USE**

### **FOR ALL PRINTED/PRODUCED NON-SPATIAL DIGITAL MATERIAL.**

#### 1. DISCLAIMER

The following disclaimer needs to be printed on all printed/produced non-spatial digital material that gets prepared and supplied by the various GIS units in NMBM:

***“NMBM makes no warranty of any kind, expressed or implied, with regard to the data and will not be held liable in any event for any incidental or consequential damages in connection with or arising out of the use of this data. The data remains the sole property of the NMBM and may only be used for the purpose(s) requested.”***