



Buyers Guide
for the
**Data Service Syndicated
Contract**

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OVERVIEW

The Data Service Syndicated Contract enables all eligible agencies to publish data on their own branded site, using the platform provided by the technology supplier, Koordinates.

The Data Service makes it easy for agencies to publish and manage their open data, while its functionality ensures that published data is heavily reused by professionals in industry, government and civil society.

The Data Service also enables agencies to use their site to access both public and permission-controlled data published across the Koordinates platform. This enables staff to more easily access, appraise and use open data from across the state sector, on a single site.

WHAT IS A DATA SERVICE?

A data service is a cloud-based site that enables users to find, appraise and access data, in the format they need, without leaving their web browser.

A data service is distinct from a web catalogue or data visualisation site in that it enables users to preview, layer and export multiple datasets from their browser, leading to greater high-value and professional reuse of open data.

WHY USE THIS SYNDICATED CONTRACT?

Cost effective data publishing service

- Hosted in the cloud, ensuring no additional load on your systems.
- Tiered pricing to meet the needs of government agencies with varied amounts of data.
- Syndicated procurement reduces costs for participating agencies.

Greater reuse of your open data

- Web services and APIs increase reuse by data users in industry.
- Users can crop, appraise and layer multiple datasets in their browser.
- Supports download in major GIS formats, CSV, CAD, Google Earth and PDF, and in all official NZ projections.

Functionality for your technical and operational staff

- Administrative APIs to import, manage and update your agency's data.
- Import of data in GIS and tabular formats, and from databases, GIS APIs and other data sources
- Granular permission controls to manage data sharing and collaboration across agencies

POTENTIAL AGENCY BENEFITS FROM THE DATA SERVICE SYNDICATED CONTRACT

- Reduced procurement costs for agencies.
- Greater reuse of authoritative agency open data by industry, government and civil society.
- Reduced transaction costs of accessing and using open data by industry and civil society.
- Reduced duplication of data across the state sector.
- Increased innovation with open public data in private and non-government sectors.
- Better decision making in government and non-government sectors.

THE STRATEGIC CASE FOR THE DATA SERVICE SYNDICATED CONTRACT

The strategic case for the Data Service Syndicated Contract is recognised by:

The Declaration on Open and Transparent Government

Approved by Cabinet in 2012, the Declaration states that government releases its data to "enable the private and community sectors to use it to grow the economy, strengthen our social and cultural fabric, and sustain our environment." The government also releases data "to encourage business and community involvement in government decision-making."

NZ Government Open and Access and Licensing Framework (NZGOAL)

NZGOAL provides a framework for agencies to release their copyright and non-copyright works for reuse by the public, recognising that "individuals, non-profit and commercial organisations can leverage this material for creative, cultural and economic growth, improved environmental sustainability, greater productivity, and the wider public benefit."

Better Public Services, Results 9 and 10

By releasing data required by New Zealand businesses and citizens online under an open licence, agencies reduce the transaction costs of dealing with government.

ABOUT THE LEAD AGENCY

LAND INFORMATION NEW ZEALAND

LINZ believes that the power of where drives New Zealand's success. The power of where will drive the delivery of accessible and usable geographic information for industry and government to provoke better decisions and inspire innovation.

Established in 2011, the LINZ Data Service (LDS) provides access to 8.5TB of authoritative geospatial data from Land Information New Zealand to more than 20,000 registered users from industry, civil society, government and the general public.

Since that date, LINZ has worked closely with the provider, Koordinates, to develop a world-leading, intelligent data platform, specifically designed and engineered to meet the needs of New Zealand data users. As a result, LDS enjoys very high levels of satisfaction by LDS users.

Over this time, LINZ has also won a range of international awards for the LINZ Data Service, including:

- Geospatial Application Excellence Award in Infrastructure, Geospatial World Forum, 2014.
- Spatial Enablement Award, Asia Pacific Spatial Excellence Awards, 2012
- JK Barrie Award for Overall Excellence, Asia Pacific Spatial Excellence Awards, 2012.

ABOUT THE SUPPLIER

KOORDINATES



Launched in 2008, Koordinates is a New Zealand company that provides an intelligent data platform for organisations to get their authoritative data to the professionals and citizens that need it. With over 40,000 registered users across the platform, Koordinates is New Zealand's largest geospatial data platform.

Governments, private companies and researchers around the world manage vast amounts of valuable data about our planet. But to find this data, professionals have to scour multiple internal and public sources, with no easy way to appraise, crop and export data in the formats they need.

Koordinates' cloud-based data platform processes large, complex spatial datasets, ensuring that professionals can get the data they need for the projects that shape our planet. The platform gives publishers control over who can access data, and provides deep analytics about how data is accessed and appraised.

Koordinates believes that the potential of a more data-driven New Zealand is enormous,

and that unlocking data is the secret to redefining economic, environmental and social prosperity.

Koordinates has provided the platform for the LINZ Data Service since establishment in 2011.

ROLES AND RESPONSIBILITIES

LEAD AGENCY ROLE

LINZ is responsible and accountable for the governance and management of the syndicated contract, including:

- Annual contract review.
- Benefits tracking of the syndicated contract.
- Management of escalated issues.
- Annual security audit based on the LINZ Data Service.
- Along with supplier, maintenance of the syndicated contract management plan.
- Along with supplier, variations to the syndicated contract.

PARTICIPATING AGENCY ROLE

- Contract management after signing the Subscription Form to join the syndicate.
- Provide Agency staff in relation to the establishment, including agency accreditation, and operation of the data service.
- Termination of any projects commissioned under the syndicated contract.

SUPPLIER ROLE

- Delivering the Koordinates platform services.
- Delivering any additional services or new features agreed in a statement of work.
- Meeting the agreed service levels.

SCOPE AND FEES

PRICING MODEL

The basic plan summarized overleaf outlines what is included with an agency's site fee. Above this basic plan, agencies are charged according to four variables:

- number of admin seats required to manage published data and access privately shared data;
- size of data uploaded to the platform;
- Standard, Business or Enterprise Support plan; and
- amount of data consumed beyond that included in Basic Plan, below.

Note that an 'admin seat' is a subscription for an individual, authorised member of the Participating Agency's Personnel to administer the Participating Agency's Site, upload and administer data on the Site, and access the Helpdesk.

By pricing according to these variables, agencies are only charged for what they use. Hosted in the cloud, the sites provided under the Data Service Syndicated Contract can easily scale to meet the needs all of NZ government agencies.

BILLING FREQUENCY

Participating agencies can choose to be billed monthly in arrears or prepay annually. Annual billing can be synchronised with the government financial year. Agencies that

choose to pay annually receive a ten percent discount. Adjustments to fees may be required during the course of the annual period to reflect increases or decreases in consumption.

PRICING STRUCTURE

Users

Admin seats	3 included
Public seats	Unlimited

Features

See overleaf

Data storage

Vector geospatial + tabular	3GB included
Derived datasets	3GB included
Raster + grid geospatial	30GB included
File documents	3GB included

Data consumption

Exports & Export API	50 GB per month included
WFS	5,000 requests per month included
Tile Services	50,000 requests per month included
Query API	10,000 requests per month included
WMS	POA

Support

Standard Support	Koordinates support via online helpdesk.
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Business Support (additional cost)	Helpdesk Service Level Agreement Optional monthly account management meetings
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Enterprise Support (additional cost)	Strong Helpdesk Service Level Agreement P3 Support Case upgrade path Monthly account management meeting Annual reporting and annual account review meeting
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FEATURES

Below is a technical list of features included within the *Data Service Syndicated Contract*. If a participating agency wishes to further understand what the services or specific features entail, the Supplier will be able to provide this information as requested.

As a data publisher:

- Branded data service on publisher's domain
- Granular access controls to share data privately
- Supports Azure AD for staff authentication
- Import data from internal sources
- Create a new spatial layer from your tabular data with derived data.
- Data automatically SEO optimised and geotagged
- Built-in Creative Commons licensing and industry-standard metadata
- Integrate with internal systems to script updates
- Analytics to track audience and generate leads
- Manage data versioning using a primary key
- Manage site using the Admin API
- Export data from site using the Export API
- Connect non-spatial data to spatial reference layers to create new, high-value derived data layers
- Live status updates
- Expert support, with additional SLAs available as an add-on
- Open standards compliant

As a data user:

- Intelligent search and browse
- Data previewed in the browser
- Layer, zoom and crop
- Export in major GIS formats, CAD, KML, CSV and geospatial PDF
- Access data using OGC-compliant WMTS and WFS web services
- Get notifications on data updates
- Build new products and services using the Query API
- Open source Python library
- Comprehensive documentation

THE SIGNUP PROCESS

1

Confirm eligibility. The Data Service Syndicated Contract is available to agencies within the public sector, including Public Service departments, non-Public Service departments (such as the New Zealand Police), Crown Entities, State-owned enterprises and local authorities.

2

Review and agree to the Non-Disclosure Agreement in Appendix A and provide the LINZ Procurement team with a copy at DataServiceSyndicate@linz.govt.nz

3

LINZ Procurement Team shares the syndicated contract with the Eligible Agency.

4

The Eligible Agency reviews the information provided and decides whether the services are appropriate for their agency. If so, contact the supplier Koordinates at info@koordinates.com for more information. The Eligible Agency should also review whether a pilot data service site offered by the supplier is an appropriate option. This allows agencies looking to test the platform's technical functionality to trial the data service on a smaller scale.

5

If the Eligible Agency wishes to proceed with a pilot or a full roll out, it will complete a Participating Agency Subscription Form with the supplier. This Form is a legal document signed by the agency to join the syndicated arrangements. Once signed, it and the terms of the Syndicated Contract comprise a Subscription Agreement between the agency and supplier and the agency becomes a Participating Agency. If an agency requires new features or additional services, it may also enter into a statement of work with the supplier.

WHAT ELSE DO AGENCIES NEED TO KNOW?

Implementation

The Supplier can help to scope, plan and implement an agency data service.

Terms of Use

The terms of the Syndicated Contract apply to an agency's use of the platform instead of the supplier's standard terms of use.

Contract term

The term of the Data Service Syndicated Contract is eight years (3+3+2) from 7 December 2016. Participating Agencies have the option of terminating their Subscription Agreements by providing the supplier with 30 days written notice (or 90 days if disengagement services are required).

Site archival service

The supplier is developing a site archival service which once built will enable an agency to make and export an archive of its data.

Platform Service Levels

The Supplier is required to meet a range of service levels for each agency data service. These service levels include the availability, responsiveness and error rate for:

- Downloads
- Web UI
- WMTS and Tile Services
- WFS
- Data Administration and Data Query APIs

Multiple sites per agency

Agencies can optionally procure additional data service sites

CONTACT

Lead Agency

Land Information New Zealand

DataServiceSyndicate@linz.govt.nz

The Supplier

Koordinates

info@koordinates.com

Ministry of Business, Innovation and Employment

procurement@mbie.govt.nz

APPENDIX A – NON DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

BETWEEN

LAND INFORMATION NEW ZEALAND

and

[NAME OF ELIGIBLE AGENCY]

AGREEMENT DATED

PARTIES

1. Land Information New Zealand (Lead Agency)
2. [...] (Eligible Agency)

BACKGROUND

- A. The Lead Agency has entered into a New Zealand Data Service Syndicated Agreement with Koordinates Limited (**Koordinates**) dated 7 December 2016 (**Agreement**). The Agreement governs the relationship between the Lead Agency and participating agencies in relation to the supply of data publishing services by Koordinates. The Agreement is an open syndicated contract as contemplated by the government's syndicated procurement process.
- B. The Eligible Agency is considering acquiring data publishing services from Koordinates under the Agreement, and has requested that the Lead Agency provide relevant information to the Eligible Agency in order for the Eligible Agency to evaluate the Agreement and the services provided by Koordinates under the Agreement.
- C. The parties wish to record the arrangements in relation to the disclosure of the Information (as defined below).

THE PARTIES AGREE THAT:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this agreement, unless the context indicates otherwise:

Information means:

- (a) the Agreement; and
- (b) all information concerning the Agreement supplied or made available to the Lead Agency by Koordinates; and
- (c) information which is generated by the Lead Agency in relation to the Agreement and the services provided by Koordinates under the Agreement;

Purpose means the purpose described in part B of the background to this agreement;
and

Representative means, in relation to any party, a director, officer, employee, professional adviser, or agent of, or consultant to, that party.

1.2 Interpretation: In this agreement, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the main body of this agreement have the defined meaning throughout this agreement, including the

background;

- (b) **Headings:** clause and other headings are for ease of reference only and will not affect this agreement's interpretation;
- (c) **Parties:** references to any **party** include that party's successors and permitted assigns;
- (d) **Persons:** references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (g) **Inclusive Expressions:** the term **includes** or **including** (or any similar expression) is deemed to be followed by the words **without limitation**; and
- (h) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. UNDERTAKINGS REGARDING INFORMATION

- 2.1 **Disclosure and Use:** As consideration for the Lead Agency agreeing to disclose the Information to the Eligible Agency, the Eligible Agency will keep all Information confidential and will not, except as permitted by this agreement:
 - (a) disclose or distribute any of the Information, or permit it to be disclosed or distributed, to any person; or
 - (b) use or refer to the Information for any purpose other than for the Purpose.
- 2.2 **Security of Information:** The Eligible Agency will at all times effect and maintain adequate security measures to preserve the confidential nature of the Information, at least equivalent to the measures it would prudently effect and maintain for its own valuable and sensitive confidential information.
- 2.3 **Copying of Information:** The Eligible Agency will not copy or reproduce in any way or electronically store any Information, nor permit any Information to be so copied, reproduced or stored, except to the extent absolutely necessary for the Purpose.
- 2.4 **Exceptions:** The following Information is not subject to the restrictions of this agreement:
 - (a) Information that the Eligible Agency shows that it already knew at the time of disclosure and that it came into the Eligible Agency's possession other than as a result of breach or non-performance of any confidentiality obligation to the Lead Agency;
 - (b) Information that the Eligible Agency shows is, at the time of disclosure, public knowledge other than as a result of breach or non-performance of any confidentiality obligation owing to the Lead Agency;
 - (c) Information that the Eligible Agency shows is lawfully and independently

disclosed to the Eligible Agency on a non-confidential basis by a third party not owing any confidentiality obligation to the Lead Agency; and

- (d) Information to the extent that the Lead Agency has expressly agreed in writing that the Eligible Agency need not keep confidential or may disclose.

3. RETURN OF INFORMATION

- 3.1 If requested in writing by the Lead Agency, the Eligible Agency will promptly return to the Lead Agency or, at the Lead Agency's option, destroy and confirm the destruction of all records and copies of Information held by or on behalf of the Eligible Agency.

4. DISCLOSURE TO REPRESENTATIVES

- 4.1 **Eligible Agency May Disclose Information:** Notwithstanding clause 2.1, the Eligible Agency may disclose the Information to its Representatives, but only on a strictly need-to-know basis, only in relation to the Purpose and as long as the Representative is not and is unlikely to be in the future a competitor of Koordinates. The Eligible Agency must not disclose any Information to a Representative that is or could be a competitor of Koordinates without the Lead Agency's and Koordinates' prior written consent. This clause 4.1 is intended to confer a benefit on and to be enforceable by Koordinates under the Contracts (Privity) Act 1982.

- 4.2 **Representatives Comply:** The Eligible Agency will ensure that all of its Representatives who receive Information comply with the provisions of this agreement as if they were party to this agreement.

5. DISCLOSURE REQUIRED BY LAW

- 5.1 **Required Disclosures:** If the Eligible Agency, or any Representative of the Eligible Agency to whom Information has been disclosed under this agreement, is required by law, by any court of competent jurisdiction or by the rules of a recognised stock exchange to disclose any Information, then, before any Information is disclosed:

- (a) **Written Notice:** the Eligible Agency will give written notice of such requirement to the Lead Agency, as promptly as practicable, detailing the requirement for disclosure and the precise Information required to be disclosed, so that the Lead Agency may, at its sole discretion, take such action as it thinks fit to protect the Information or waive compliance with this agreement's terms;

- 5.2 **Partial Disclosure on a Confidential Basis:** the Eligible Agency will only disclose that Information which it is legally required to disclose in order to discharge the Eligible Agency's legal obligations (or other person's obligations) and in such a case the Eligible Agency will use all reasonable efforts to ensure that such Information will otherwise be treated confidentially; and

- 5.3 **Reasonable Directions:** the Eligible Agency will comply with all reasonable directions by the Lead Agency to contest or resist any requirement to disclose Information.

6. ELIGIBLE AGENCY'S ACKNOWLEDGMENTS

- 6.1 **Acknowledgements:** The Eligible Agency acknowledges that:

- 6.2 **Proprietary Rights:** as between the parties all proprietary rights in the Information will remain with the Lead Agency, and the Eligible Agency will not

contest or dispute the ownership of the Information by the Lead Agency;

- 6.3 Eligible Agency Responsible:** the Information is provided solely on the basis that the Eligible Agency will be responsible for the Eligible Agency's own independent evaluation of the Information;
- 6.4 No Representations or Warranties:** the Lead Agency makes no representation or warranty (express or implied) about the accuracy, adequacy, completeness and currency of the Information or as to the materiality of the Information in the context of the Purpose;
- 6.5 No Liability:** the Lead Agency will not have any liability to the Eligible Agency resulting from any reliance on the Information;
- 6.6 Representative Acts:** acts or omissions by a Representative of the Eligible Agency in relation to Information are deemed to be acts or omissions by the Eligible Agency, and the Eligible Agency will be liable for any act or omission of any of its Representatives who receives the Information where that act or omission results in a breach or deemed breach by the Eligible Agency of this agreement; and
- 6.7 Undertakings Additional:** the undertakings and agreements set out in this agreement are in addition to the duties of confidentiality which are imposed on the Eligible Agency by law and in equity.

7. DURATION OF OBLIGATIONS

- 7.1** The Eligible Agency's obligations under this agreement will continue for a period of 10 years from the date of this agreement.

8. GENERAL

- 8.1 Costs:** Each party will bear its own costs and expenses in connection with the negotiation, preparation and implementation of this agreement.
- 8.2 Partial Invalidity:** If any provision of this agreement is or becomes invalid or unenforceable, that provision will be deemed deleted from this agreement. The invalidity or unenforceability of that provision will not affect the other provisions of this agreement, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 8.3 Entire Agreement:** This agreement records the entire understanding and agreement of the parties relating to the matters dealt with in this agreement. This agreement supersedes all previous understandings or agreements (whether written, oral or both) relating to such matters.
- 8.4 Further Assurances:** Each party will do all things and execute all documents reasonably required to give effect to the provisions and intent of this agreement.
- 8.5 Waiver:** Any waiver by a party of any of its rights or remedies under this agreement will be effective only if it is recorded in writing and signed by a duly authorised senior representative of that party. If the waiver relates to a breach of any provision of this agreement, this will not (unless stated otherwise) operate as a waiver of any other breach of that provision. No waiver of any breach, or failure to enforce any provision, of this agreement at any time by either party will in any way affect limit or waive that party's right to subsequently require strict compliance with this agreement.

- 8.6 Counterparts:** This agreement may be signed in counterparts. All executed counterparts will together constitute one document.
- 8.7 Copies:** Any copy of this agreement that is received by email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this agreement) may be relied on by any party and presented in evidence in any legal proceedings as though it were an original copy of this agreement. This agreement may be entered into on the basis of an exchange of email, PDF or other document reproduction format.
- 8.8 Amendment:** No amendment to this agreement will be effective unless it is in writing and signed by a duly authorised senior representative of each party.
- 8.9 Assignment:** Neither party will assign or otherwise transfer any of its rights or obligations under this agreement to any other person without the other party's prior written consent.
- 8.10 Governing Law and Jurisdiction:** This agreement is governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this agreement.

EXECUTION

Signed as an Agreement

For and on behalf of Land Information
New Zealand:

For and on behalf of the **[Eligible
Agency]**

.....
Signature

.....
Signature

Name:

Name:

Position:

Position:

Date:

Date: