

## Phuentsholing Thromde Data Sharing Policy

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### **Aim.**

To be able to cater to the principle of fostering data sharing and collaboration among agencies and organizations, across multiple levels of public, private and nonprofit entities.

### **Custodian of the Thromde Database**

01. The GIS section shall be the sole custodian of the Thromde Geodatabase. Any changes to the database shall be made by the GIS section alone.
02. Any division/section under the Phuentsholing Thromde shall not sublet the data received from the GIS section to maintain consistency of the data.

### **Request for Data**

01. Any person or entity requiring access to Phuentsholing Thromde data shall put up a written request addressed to the Thrompon or Executive secretary. The request should;
  - clearly and concisely state the purpose for which the data shall be used.
  - should indicate the tentative duration of the research/study if the data is for the purpose of research and study.
02. The GIS Section upon verifying the request shall issue the Agreement Form of the Thromde Data Sharing Policy.
03. Upon receipt of the signed Agreement Form, the GIS section shall release the requested data within 7 days from the date of submission of the signed agreement.

### **Confidentiality and Data Security**

01. Phuentsholing Thromde shall maintain the highest standards of confidentiality and integrity with regard to its data.
02. Sharing of data shall be guided by the Thromde Data Sharing Policy and in no way any information threatening the security of an individual or community shall be shared.

### **Data sharing**

01. A nominal fee shall be collected for commercial use of the Thromde data. However, this clause shall not apply if the intended purpose is for study/research.
02. Nominal fee shall be calculated and endorsed in Thromde Tshogde
03. If the data is requested for study/research, the user shall share a copy of their final research findings/study.

**Definitions**

**Data:-** Any or all information owned/produced by Phuentsholing Thromde pertaining to but not limited to demography and spatial data such as electricity, water, sanitation, utilities, transportation and telecommunications.

**User:-**Any or all persons, firms, institutions, organizations, affiliations or entities requesting the GIS data from Phuentsholing Thromde.

**Client:-**Phuentsholing Thromde shall be the client of the GIS data

To  
The Executive Secretary/Thrompon  
Phuentsholing Thromde

Date:.....

**Subject:- Request for Thromde GIS data/digital layer/shapefile/database**

**Sir/Madam,**

I, .....*name*..... bearing CID No ..... *(not required if the request is from an organization/firm/entities)* from .....*name of the organization/firm/entities*.....would like to request for the following information from your office.

*(list of information/data required)*

- a. Data 1
- b. Data 2

The information provided shall be used for .....*purpose of the data requested*..... The approximate duration of my research/study/data validation shall be .....*approximate length of study*....

Thank you for your support.

Thanking you,

Sincerely



Name : -

Phone/Mobile : -

Email : -

## **Thromde Data Sharing Policy Agreement Form**

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The data provided by the Phuentsholing Thromde shall be subject to the following terms and restrictions;

01. The GIS data provided by the Phuentsholing Thromde is solely for the purpose as stated in the data request application
02. The GIS data provided is solely for the 'User' or its employees as stated in the data request application. Employees in this case would refer to any or all persons working for the user for the purpose as reflected in the data request application.
03. The reproduction of the digital data layers are not allowed unless a written permission is granted by the client
04. The User may reproduce digital data layers in the form of a printed product provided the User abides by this agreement and written permission has been requested by the 'User' and granted by the 'Client'

Any maps, reports, or publications created using the digital data provided by the client shall give credit to the Phuentsholing Thromde GIS by using the following statement/disclaimer:

***“This (map/report/publication) was created using the Phuentsholing Thromde GIS data. This is a secondary product and has not been verified and is not authorized by the Phuentsholing Thromde.”***

05. The 'User' shall share a copy of their report or publication with the 'Client' upon completion of their research/study for data vitality and refinement of the Thromde data.
06. The Client has verified and updated its data to the extent possible. However the client makes no assurances of its completeness or accuracy either expressed or implied and shall be exempt from any liabilities arising due to the use of its data. 'Users' are fully responsible for the accuracy and use of the data. The 'Client' may provide metadata information if available for better applicability.
07. The 'User' agrees to hold the 'Client' and all their employees harmless from any claim, suit, or proceeding arising out of the use of the data including indemnification of the 'Client' for reasonable expenses incurred in defending such claims.
08. Failure to comply with the terms and restrictions shall result in the disqualification of the 'User' for access to the Phuentsholing Thromde data in the future and possible lawsuit.

The undersigned hereby accepts and agrees to be bound by the terms and restrictions set forth in the Thromde Data Sharing Policy & Agreement Form and made part of this agreement. It is fully understood that pursuant to this agreement the undersigned is permitted to utilize digital information provided by the Phuentsholing Thromde for the sole purpose as stated in the request letter. Any other use unless with prior written permission from the Phuentsholing Thromde shall be deemed unauthorized and punishable by law.

The Phuentsholing Thromde makes no representations of any kind, including but not limited to the warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied, with respect to the digital data layers furnished hereunder. The Phuentsholing Thromde assumes no responsibility to maintain them in any manner or form.

I have the authority to legally obligate The User to the terms of this agreement.

NAME : \_\_\_\_\_

TITLE : \_\_\_\_\_

SIGN & SEAL : \_\_\_\_\_

DATE : \_\_\_\_\_