

GEOSPATIAL DATA QUALITY GUARANTEE

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Geospatial data has become ubiquitous in our society and abundantly used by public institutions fulfilling their mandates as well as citizen managing their day-to-day affairs. But the dissemination of geospatial data raises certain issues surrounding the nature of the contract involved along with the quality guarantees that may be applicable.

Should this data be treated as a tangible or intangible asset? Would the standard guarantees defined by our legislation apply if it were considered intangible? What about the specific characteristics of geospatial data? How simple would it be to guarantee its quality?

This article presents an overview of geospatial data quality guarantees under Quebec law. We will first address the intrinsic characteristics of geospatial data, the concepts of quality guarantees and precision, along with implied and conventional guarantees. Next, we will investigate the potential effects of various contract categories on the scope, if not the very existence, of quality guarantees.

The results of the analysis hold that a number of quality guarantee variations are possible and that some legal uncertainties remain, which further complicates the dissemination of geospatial data for any organization that seeks to do so.



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1. Introduction

In an age when technology is moving at a relentless pace and presents an ever-growing set of complexities, we must learn to live in an environment that is both real and virtual, tangible and intangible.

Over the past three decades, states have been facing a new reality, that is, a virtual one. New laws have been enacted in an effort to adapt to the technological problems and to create a framework for this new dimension. The world is evolving and the legislation has been forced to adapt. The development of cyberspace, for example, has led various countries to adopt laws governing e-commerce as a new form of transaction at a distance. But like any process of change, particularly in conservative spheres such as the legal environment, modifying our methods and ways of thinking are destined to be time-consuming and arduous.

Like e-commerce, the development of geospatial data and the emergence of companies specializing

in the collection, analysis and distribution of this data requires new management methods. Should we force companies that provide data to guarantee their work and the quality of their information? Do the standard guarantees defined by our legislation apply in a context of intangible data?

In this article, we will study the possibility, or the obligation, of guaranteeing the quality of the geospatial data provided by a company. For this, we will begin by analyzing the concept of the quality guarantee before addressing the concept of precision, as it is traditionally associated with the dissemination of data or information. Following this, our discussion will focus on implied and conventional guarantees, various types of contracts along with their impact on the nature and scope of the applicable quality guarantees.

Furthermore, we will show that if our legislation already provides for quality guarantees applicable to data according to the nature of the contract that

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