

Digital Data Sharing Agreement

1 Definitions

1.1 “Digital Data” means electronic data of a spatial or tabular nature either, developed procured or enhanced by Somerset County for use in its Geographic Information System.

1.2 “FGDC” means the Federal Geographic Data Committee.

1.3 “Grantee” means the individual, organization, corporation, partnership or other such entity to whom which Somerset County gives permission for the use of digital data pursuant to this Agreement.

2 Grant of Permission

2.1 The County of Somerset, hereinafter known as “County”, hereby grants to

hereinafter known as “Grantee”, a non-exclusive, non-transferable permission to use the digital data (spatial and/or tabular) as identified in Exhibit A attached hereto. The digital data will be deemed in use as of the Effective Date of this Agreement.

3 Terms of the Agreement

3.1 Digital data received from the County may be used solely for the purposes identified in Exhibit A attached hereto and is to be returned to the County upon request. In no event may the Grantee copy, distribute, transfer (electronically or otherwise), sublicense, create derivative works from and/or modify, rent or resell the digital data or any part thereof, or in any way operate as a service bureau with respect to the digital data, without the consent of the County. This restriction shall not apply to digital data which is publicly available from sources other than the County.

3.2 Digital data provided by the County may not be reproduced or redistributed for use by anyone, without first obtaining written permission from the County. Any for sale distribution is prohibited without prior approval of the County. The reproduction of any hard copy products with intent to sell for a profit is prohibited without the written consent of the County.

3.3 Any maps, publications, reports or other documents prepared by an independent contractor not contracted by the County whose production utilizes digital data provided by the County, either directly or through a contracting agent, will credit the County’s Geographic Information System as the source of the data with the following credit/disclaimer:

“This (map/publication/report) was developed using Somerset County, New Jersey, Geographic Information System data, but this secondary product has not been verified by Somerset County and is not County authorized. All digital data provided by Somerset County Geographic Information System is subject to the exclusion of warranty and statement of liability contained in its Digital Data Sharing Agreement.”

3.4 The Grantee shall require any independent contractor, hired to undertake work which will utilize digital data obtained from the County, to agree not to use, reproduce or redistribute Somerset County GIS digital data for any purpose other than the specified contracted work. All copies of Somerset County GIS digital data utilized by an independent contractor will be required to be returned to the original Grantee at the close of such contractual work. The Grantee hereby agrees to abide by the use and reproduction conditions specified above and agrees to hold any independent contractor to the same terms.

3.5 Any maps, publications, reports or other documents prepared by an independent contractor contracted by the County whose production utilizes digital data provided by the County, will credit the County’s Geographic Information System as the source of the data with the following credit/disclaimer:

“This (map/publication/report) was developed using Somerset County, New Jersey, Geographic Information System data. All digital data provided by Somerset County Geographic Information System is subject to the exclusion of warranty and statement of liability contained in its Digital Data Sharing Agreement.”

3.6 All products, hard copy or electronic, created by an independent contractor utilizing digital data provided pursuant to this agreement, or any third party agreement entered in conjunction hereto, shall be provided to the County free of charge and for use in the County’s Geographic Information System and internal business operations. A digital copy of any improvements, corrections or modifications that are made to the original digital data, including FGDC compliant Metadata, Data Dictionary and Readme files, are to be provided to the County in a reasonable amount of time from their creation date. The digital format used to return the data will be the same as the format used to transfer the data.

3.7 The digital data is being provided as is without warranty of any kind, either expressed or implied. The user is responsible for understanding the accuracy limitations of all digital data provided herein, as documented in the accompanying Metadata, Data Dictionary and attached Readme files. The information contained in the digital data is not guaranteed and neither will the County, nor its sources of information, be liable to the Grantee or any third party user for any loss or damage based upon any errors or omissions there from. Any reproduction, manipulation or other use of the data must ensure that the coordinate reference system remains intact.

The digital data is subject to the following exclusion of warranty and statement of no liability:

THE COUNTY AND ITS SOURCES OF INFORMATION DO NOT GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, DATABASE OR THE MEDIA ON WHICH THE DATABASE INFORMATION IS PROVIDED AND SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF THE COUNTY, ITS PERSONNEL OR THE COUNTY'S SOURCES OF INFORMATION, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION OR SERVICES. THE COUNTY IS PROVIDING THE DATABASE TO YOU WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE DATABASE IS PROVIDED "AS IS".

IN NO EVENT WILL THE COUNTY, ITS PERSONNEL OR THE COUNTY'S SOURCES OF INFORMATION BE LIABLE TO YOU OR ANY THIRD PARTY, IN ANY FORM OF ACTION, FOR ANY DAMAGES WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF THE COUNTY, ITS PERSONNEL OR THE COUNTY'S SOURCES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE COUNTY SHALL INCUR NO LIABILITY TO YOU OR TO ANY THIRD PARTY WITH RESPECT TO THE DATABASE OR YOUR USE OF THE DATABASE OR THE INFORMATION CONTAINED THEREIN. THE COUNTY SHALL IN NO EVENT HAVE ANY RESPONSIBILITY FOR, OR LIABILITY TO YOU WITH RESPECT TO, ANY DAMAGE TO YOUR DATA, EQUIPMENT OR SOFTWARE, OR ANY FORM OF PERSONAL INJURY OR PROPERTY DAMAGE.

3.8 The Grantee may not assign this Agreement without written consent of the County.

3.9 This Agreement may be terminated by the Grantee at any time by destroying all copies of the digital data and any products generated there from. The County is to be notified in writing of your termination of the Agreement.

3.10 The County may, for due cause or if the Grantee is found to be in violation of any of the terms or conditions of this Agreement, revoke its permission to use the digital data.

3.11 For the purpose of execution and maintenance of this Agreement the County's authorized agent shall be the County's GIS Coordinator or his/her designee.

3.12 This Agreement shall be governed by New Jersey law. If any provision of this Agreement shall be or become invalid such invalidity shall not affect the validity or enforceability of any other provision hereof.

On Behalf of Grantee

On Behalf of Somerset County

Position or Title

Position or Title

Date

Date