

Big Horn County



Wyoming

**GIS DATA SHARING AGREEMENT
BETWEEN BIG HORN COUNTY
AND DATA REQUESTOR**

I. Description of Data to Be Shared

Upon written consent to the following conditions and restrictions, Big Horn County (hereinafter referred to as the "County") will provide the geographic information system (GIS) data (vector, raster and/or tabular) specified below, as requested (and as available), to the following party:

_____ (hereinafter referred to as the "User").

The requested data are as follows:

_____.

II. Terms of Agreement

GIS data (hereinafter referred to as the "data") provided by the County are subject to the following conditions, restrictions and limitations:

A. Conditions and Restrictions for Data Provided

1. The data provided by the County are solely for the User's internal use in the conduct of its daily business affairs.
2. None of the data provided may be reproduced or redistributed without the County's prior written permission. This limitation, however, is not intended to restrict the User's distribution of printed map information created from the data.
3. Access to the data provided by the County shall be exclusively for the User and employees of the User. The term "employee" shall mean any person directly employed on a full-time or part-time basis by the User. The term "employee" shall also be construed to mean any contractor, consultant or any similar person or entity hired by the User for a limited purpose.
4. The User shall require any third party contractor hired to perform work that utilizes the subject data to agree not to use, reproduce or redistribute the data for any purpose other than indicated in the applicable contract. All copies of the data used by a third party contractor must be returned to the User upon contract work completion. The provisions of this paragraph shall apply in equal force to any independent contractor the User may choose to employ. The User shall provide any third party contractor with a copy of this signed agreement and the County GIS Data Distribution Policy.

B. Liabilities and Limitations for the Accuracy of Data Provided:

1. By signing this Agreement, the User shall become contractually bound to all provisions stated in this Agreement.
2. Although the County has verified the data to the best of its ability, the County makes no representations of any kind as to its completeness or accuracy; nor does it guarantee the complete merchantability or fitness for a particular use, nor are such warranties to be implied, with respect to the data provided under this Agreement.

- 3. The User is responsible for understanding the accuracy limitations of the data provided. In particular, alterations and/or manipulation of the original data may adversely affect their accuracy, meaning and design integrity.
- 4. To assist in the proper utilization of the data, metadata files are provided, if available. The User, however, assumes all responsibility for the correct use of the data provided and for their interpretation.
- 5. The User agrees to hold the County, their employees and agents harmless from any claim, suit or proceeding arising out of the use of the data in accordance with this agreement, including indemnification of the County and the State of Wyoming for reasonable expenses incurred in defending such claims.

C. Production of Printed or Digital Maps/Reports/Publication Products Using Digital Data Provided

- 1. The User may reproduce the data in the form of printed products, provided the User abides by this agreement.
- 2. Any printed maps, reports or publications created using the data provided by the County shall give credit to the County by using the following statement/disclaimer:
“This [map/report/publication] was created using digital data provided by Big Horn County, Wyoming. This is a secondary product and has not been verified and is not sanctioned by Big Horn County.”
- 3. The User may not publish the data on any website without written permission from the County.

D. Sharing of the Provided Digital Data with Other Persons or Entities

If at any time during the course of this Agreement, the User determines that it is necessary to share portions of the data with a person or entity not employed by the User as a consultant, contractor or any similar person or entity for a limited purpose, the User shall first request permission from the County before sharing any portion of the data, unless otherwise committed by this Agreement or as required by law. Any such request shall be in writing to the County and shall specify the persons or entities the User wishes to share the data with and the reasons why such sharing of the information is necessary. Permission for the User to share the data provided with other parties shall not be unreasonably withheld if such sharing of the information is necessary to further legitimate governmental purposes. Commercial or revenue-generating uses of the data shall not be considered a legitimate purpose.

The undersigned hereby accepts and agrees to be bound by the terms and conditions set forth in the GIS Data Sharing Policy attached hereto 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 Big Horn County, Wyoming, solely in the conduct of its own daily business affairs. Any other use, unless with prior written permission from Big Horn County, shall be deemed unauthorized and punishable by law.

Big Horn County 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 data furnished hereunder. Big Horn County 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 _____

SIGNED _____ DATE _____