

Data Share Agreement for Adams County Digital Geographic Data Sets

License Terms Adams County produced or co-produced digital geographic data sets including but not limited to, Tax Parcels, Zoning, Orthophotos, Road Centerlines (hereafter referred to as “licensed data sets”) are copyrighted original works. They are licensed for use, not sold. Adams County and its co-producers reserve all rights of authorship granted under U.S. and International copyright laws and agreements. By signing below, Licensee agrees to abide by all terms and conditions of this agreement. This document constitutes the entire agreement between the parties, and it supersedes any prior agreement, or it will be returned unfulfilled to the requester.

Protection of Proprietary Rights Reproduction or redistribution of licensed data sets or products derived therefrom outside of Licensee’s organization or entity, without the express, written consent of Adams County through the Adams County Land Information officer, is forbidden, except as expressly provided as follows:

1. Redistribution of licensed data sets to consultants working for the Licensee is permitted only for purposes related to Licensee’s business. Such consultants may not further reproduce or redistribute said licensed data sets, and such copies must be returned to Licensee upon completion of the consultant’s work.
2. Reproduction or redistribution of up to 6 hard copies derived from licensed data sets is permitted provided proper credits are printed on each copy. (See **Credits** below) More than 6 copies may be reproduced or redistributed for non-commercial purposes only (e.g. government agency publication or use by a non-profit organization) with written permission of Adams County.

Liability The entire risk as to the results and performance of the data is assumed by licensee. Adams County does not warrant, guarantee or make any representations regarding the use of, or results from the use of the data in terms of correctness, accuracy, reliability, currentness, or otherwise; and the requestor/ licensee relies on the data and results solely at their own risk. The burden for determining “fitness for use” rests entirely upon the Licensee. Adams County and its co-producers will not be liable in any way for accuracy of the data, and assume no responsibility whatsoever for direct, indirect, special, consequential, exemplary or other damages. Licensee agrees to indemnify, hold harmless and defend Adams County, its employees, agents, representatives and co-producers from any and all claims, damages, liabilities and expenses arising from Licensee’s use of licensed data sets or products derived therefrom, **where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University while acting within the scope of their employment, and where such protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.**

Scheduling Orders for licensed data sets do not command priority over other projects or work demands of the Land Information Officer. Requesters are advised that significant delays may sometimes occur due to staff shortages or schedule constraints and orders will be filled within normal operations of the office. Requesters are encouraged to order early.

Updates Said licensed data sets are licensed and distributed “as is” on a one-time basis. Adams County is under no obligation to inform Licensee of data updates, alterations, or accuracy errors discovered thereafter. The burden of ordering and paying for updated copies of data sets rests entirely upon Licensee. Revisions may be made at Adams County’s discretion on a time and funding available basis.

Returned Data The Licensee agrees to provide to Adams County any GIS data that are the result of the use of licensed data sets. The Licensee also agrees to provide Adams County with any GIS data, that falls within Adams County, they already possess prior to receiving licensed data sets. Adams County agrees to provide licensed data sets to Licensee in return. Data sets should be in geodatabase format in Adams County Coordinates.

Credits/Disclaimer Any paper copies derived in whole or in part from said licensed data sets shall clearly indicate their source and copyright. If Licensee modifies the data in any way whatsoever, Licensee is obligated to describe the modifications performed on the paper copy map. Any altered graphic elements shall be clearly symbolized to distinguish them from original graphics contained within licensed data sets. Licensee specifically agrees not to misrepresent Adams County licensed data sets, nor to imply that changes made by Licensee were approved by Adams County unless express written permission is received from the Adams County Land Information Officer. Published data whether digital or paper shall provide a disclaimer as follows:
Adams County and its co-producers will not be liable in any way for accuracy of the data, and assume no responsibility whatsoever for direct, indirect, special, consequential, exemplary or other damages. User agrees to indemnify, hold harmless and defend Adams County, its employees, agents, representatives and co-producers from any and all claims, damages, liabilities and expenses arising from use of licensed data sets or products derived therefrom.

Severability of Provisions and Venue If any portion of this agreement is found to be invalid or unenforceable, the remaining provisions will remain enforceable to the fullest extent permitted by law. Any cause of action arising from this agreement shall be venued in Adams County, Wisconsin and decided pursuant to applicable Wisconsin and federal law.

Authorization The signatory for the licensee represents and warrants that s/he is authorized to execute this document on behalf of Licensee.

Date: _____

Licensee: _____ **By:** _____ **Title:** _____

Mailing Address: _____

Data Requested: _____