

# DATA SHARING AGREEMENT

## County of Ogemaw Equalization/GIS

### I. Description of Data to Be Provided

Upon written consent to the following conditions and restrictions, the County of Ogemaw (Referred to as *The County* hereafter) will provide the following digital data: \_\_\_\_\_, as requested, to \_\_\_\_\_ (Referred to as *The User* hereafter).

### II. Terms of Agreement

Data provided by the County of Ogemaw is subject to the following conditions and restrictions:

#### A. Subject Data Layers Conditions and Restrictions:

1. Digital layers provided by *The County* are solely for the original recipient's internal use in the conduct of its daily business affairs.
2. No digital layers may be reproduced or redistributed without *The County's* prior written permission.
3. Access to the digital data provided by *The County* shall be exclusively for *The User* employees only. 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 digital data to agree not to use, reproduce, or redistribute Ogemaw GIS data for any purpose other than indicated in the applicable contract. All copies of Ogemaw GIS data used by a third party contractor must be returned to *The User* upon contract work completion. The provisions of this paragraph 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 of Ogemaw Enhanced Access Policy.

#### B. Liabilities and Limitations for the Accuracy of Digital 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 digital data to the best of its ability, *The County* makes no representations of any kind as to its complete accuracy; nor does it guarantee the complete accuracy of any digital data furnished. *The County* additionally makes no warranties of merchantability or fitness for a particular use, nor is such warranties to be implied, with respect to the digital data provided under this Agreement.
3. *The User* is responsible for understanding the accuracy limitations of all digital data provided. In particular, alterations and/or manipulation of the original data may adversely affect their accuracy, meaning, and design integrity.
4. *The User* agrees to hold *The County* and all its 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* for reasonable expenses incurred in defending such claims.

**C. Production of Printed Map/Report/Publication Products Using Digital Data Provided:**

1. *The User* may reproduce digital data layers in the form of a printed product provided *The User* abides by this agreement.
2. Any maps, reports, or publications created using the digital data provided by *The County* shall give credit to the County of Ogemaw GIS by using the following statement/disclaimer:  
“*This (map/report/publication) was created using County of Ogemaw Geographic Information System digital data, but this is a secondary product which has not been verified or authorized by the County of Ogemaw*”

**D. Sharing of the GIS 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 GIS data with a person or entity not employed by *The User* as a consultant, contractor, or any similar person or entity for a limited public purpose, *The User* shall first request permission from *The County* before sharing any portion of the GIS 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 GIS data with and the reasons why such sharing of information is necessary. Permission for *The User* to share the GIS data provided by *The County* with other parties shall not be unreasonably withheld if such sharing of information is necessary to further legitimate governmental purposes. Commercial or revenue-generating uses of the County of Ogemaw GIS data shall not be considered a legitimate purpose.

**E. Payment**

All costs are in accordance with the Ogemaw County Enhanced Access to Public Records Policy and represent a reasonable charge for GIS data distribution purposes only and do not cover future data updates. *The User* shall pay the fee to *The County* in advance. Checks shall be made payable to “Ogemaw County” and mailed to Ogemaw County Equalization/GIS Department, 806 W. Houghton Avenue, Room 105, West Branch, Michigan 48661.

**The undersigned hereby accepts and agrees to be bound by the terms and conditions set forth in the Enhanced Access 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 the County of Ogemaw, solely in the conduct of its own daily business affairs. Any other use unless with prior written permission from the County of Ogemaw shall be deemed unauthorized.**

**The County of Ogemaw 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 furnished hereunder. The County of Ogemaw 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 \_\_\_\_\_