



County of Bergen

DATA SHARING AGREEMENT BETWEEN COUNTY OF BERGEN AND DATA REQUESTOR

Kathleen A. Donovan
County Executive

I. Description of Data to Be Provided

Upon written consent to the following conditions and restrictions, in addition to completing and return the County Public Record Request Form, the County of Bergen will provide the following digital data layers, as requested, to

_____ (Referred to as The User hereafter).

II. Terms of Agreement

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

A. Subject Data Layers Conditions and Restrictions

1. Digital layers provided by County of Bergen 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 County of Bergen's prior written permission. This limitation, however, is not intended to restrict The User's distribution of printed map information created from the digital layers.
3. Access to the digital data provided by the County of Bergen 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 County of Bergen GIS data for any purpose other than indicated in the applicable contract. All copies of County of Bergen 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 Bergen Data Sharing 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 County of Bergen has verified the digital data to the best of its ability, County of Bergen makes no representations of any kind as to its complete accuracy; nor does it guarantee the complete accuracy of any digital data furnished. County of Bergen additionally makes no warranties of merchantability or fitness for a particular use, nor are 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. To assist in the proper utilization of the digital layers, Metadata files are provided if available. The User, however, assumes all responsibility for the correct use of the digital data provided and for their interpretation.

5. The User agrees to hold the County of Bergen and all 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 of Bergen and the State of New Jersey for reasonable expenses incurred in defending such claims.

C. Production of Printed Map/Report/Publication Products Using Digital Data Layers 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 of Bergen shall give credit to the County of Bergen GIS by using the following statement/disclaimer:
“This (map/report/publication) was created using County of Bergen Geographic Information System digital data, but this is a secondary product and has not been verified and is not authorized by the County of Bergen.”

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 County of Bergen 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 of Bergen 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 of Bergen 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 Bergen GIS’s 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 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 the County of Bergen, solely in the conduct of its own daily business affairs. Any other use unless with prior written permission from County of Bergen shall be deemed unauthorized and punishable by law.

County of Bergen 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 layers furnished hereunder. County of Bergen 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** _____