

9-1-1 GIS Data Sharing Agreement

This agreement (“Agreement”) is a license and is made and entered into by and between _____ (County or District), a public safety or local government entity located in the State of Oregon (“Licensor”), and the State of Oregon, acting by and through its Oregon Military Department, Office of Emergency Management (“Licensee”).

WITNESSETH:

WHEREAS, Licensor is the custodian of the product(s) specified in Exhibit A to this Agreement (hereinafter referred to as “Products”); and

WHEREAS, Licensor as custodian of the Products has adopted reasonable rules necessary for the protection of the Products and the prevention of interference with the regular discharge of its duties as custodian; and

WHEREAS, Licensor has the right to license the Products; and

WHEREAS, Licensee desires a license to use and redistribute the Products to other public safety entities, and Licensor desires to grant such a license to Licensee; and

WHEREAS, the Products are intended to serve the growing emergency management and public safety geospatial data user community with more accurate maps and data; and

WHEREAS, two-way geospatial data sharing between Licensor and Licensee is an important business practice that furthers shared goals for effective use of public information in support of emergency management and public safety; and

WHEREAS, such two-way geospatial data sharing results in effective partnerships and collaboration among data producers to reduce waste and duplication of effort;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. DEFINITIONS

- a. “Distribution of Digital Products to Others” refers to the release of the Products, including digital geospatial data, attribute data, and digital images, to public safety entities. Products may be copied to CD-ROM or digital media and may also be distributed via ftp sites. Any and all distribution of data shall be accompanied by applicable data disclaimers and metadata if available.
- b. “Emergency Response and Management” refers to the use and release of digital geospatial data, attribute data, and digital images in the event of a local, regional or national emergency. In such events Licensee is permitted, at its discretion, to use such data in any manner necessary to achieve effective planning, management, response and recovery.
- c. “Internal Use” refers to the use of the Products to meet the business needs of Licensee. Examples of uses may include the production of printed maps, the

production and distribution of digital maps in PDF or other static format, the conduct of analyses, the presentation of data on Intranet web sites, and other activities consistent with the conduct of its lawful business activity.

2. GRANT OF LICENSE

Licensor hereby grants to Licensee a nonexclusive, irrevocable, perpetual, paid-up, royalty-free license to use, reproduce, publicly display, prepare derivative works from, and to sublicense to other public safety entities the Products for the permitted uses and purposes set forth in Section 3 below.

3. USE OF PRODUCTS

- a. Permitted Use.** This license is granted for the sole purpose of permitting Licensee to use the Products in Licensee's lawful business activity, or the lawful business activity of Licensee's agencies, including Internal Use, Distribution of Digital Products to Others, and Emergency Response and Management.
- b. Derivative Products.** Merging or appending multiple files into a single geospatial theme shall not alter the Permitted Use of the Products.
- c. Restrictions on Use.** Licensee shall not use the Products except as specifically permitted as a Permitted Use. Licensee will establish adequate mechanisms to ensure, to the best of Licensee's ability, that the Products will be used in full compliance with the Permitted Use and for no other purpose whatsoever.
- d. Reserved Rights.** Nothing in this Agreement transfers or is intended to transfer any rights, title, or interest Licensor holds in the Products to Licensee. Licensor may license the Products covered by this license to other users so long as such licensing does not interfere with Licensee's free exercise of its rights under this Agreement.

4. MAINTENANCE OF PRODUCTS

Licensor shall provide Licensee with periodic updates of the Products without charge.

5. TERM AND TERMINATION

- a. Term.** This Agreement is effective as of the date of signing by both parties, and lasts indefinitely.
- b. Termination.** Licensor may only terminate this Agreement if Licensee breaches the terms of the license, upon thirty (30) days' written notice. Licensee may terminate this Agreement for any or no reason upon written notice to Licensor.
- c. Disposal of Products.** Upon termination of this Agreement and subject to the Oregon Public Records Law, Licensee shall immediately discontinue use of the Products, and either return all copies of the Products to Licensor, or destroy all copies and provide Licensor with certification of destruction.

6. DELIVERY

Licensor shall deliver the Products to Licensee pursuant to the following conditions:

- a. Licensor shall package, ship and deliver the Products to Licensee, or make the Products accessible to Licensee by digital transfer technology.
- b. Licensor shall not assume any liability for shipment of the Products.
- c. The carrier shall not be considered an agent of Licensor.
- d. Licensor shall choose the method of delivery in the absence of prior shipping instructions.
- e. Dates specified for delivery of the Products shall not apply to the extent that the delay is caused for reasons beyond Licensor's reasonable control.

7. WARRANTY

Licensor warrants that:

- a. it has or has obtained all necessary rights in and to the Products to execute this Agreement, and that Licensee will be able to fully exercise the license granted herein free from claims that Licensee's exercise of the license violates any third-party right;
- b. the Products are derived from geospatial, attribute and imagery data (collectively "Digital Data") which Licensor has gathered and assembled from federal, state, and local government sources. Digital Data was prepared by the particular source to meet accuracy requirements of a broad-scale geospatial information system and not for detailed design. The level of accuracy is deemed adequate for general planning purposes only. Licensor therefore does not warrant the accuracy of Digital Data originating from Licensor's records or from other sources.
- c. Licensee acknowledges that the Products provided by Licensor may contain defects or errors and that some portion of the Products may be illegible, incomplete or unsuitable for a particular need or intended use. Licensee shall be responsible for independently verifying all Digital Data contained in the Products. Licensee shall inform all parties who are lawfully permitted to use the Products pursuant to this license of Licensor's limited warranty.
- d. Licensor does not warrant that the Product will meet the needs or expectations of Licensee or any customer of Licensee or that any defects or errors can or will be corrected, nor does Licensor make any representation or warranty as to the accuracy of the Products, including, but not limited to, accuracy as to annotation, dimensions, property boundaries or placement or location of any structures or features.
- e. Licensor shall use its best efforts to ensure that the Products are delivered free of physical defect.

8. ASSIGNMENT AND TRANSFER

Subject to the Oregon Public Records Law (ORS 192.410-192.505), Licensee shall not disclose, lease, sell, distribute, make, transfer or assign the Products or engage in any other transaction which has the effect of transferring the right of use or part of the Products outside of the rights identified in Sections 2 and 3 of this Agreement. If

distribution of the Products is allowed for in Section 3 and if Licensee distributes the Products to other parties, Licensee shall indemnify and hold harmless Licensor, subject to Article XI, §7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260-30.300), against any liability arising from Licensee's activity under this Agreement related to the distribution of the Products to those parties.

9. LIMITATION OF LIABILITY

Licensor is not liable for any activity involving the Products with respect to the following:

- a. Lost profits, lost savings or any other indirect, incidental, special or consequential damages, whether they are foreseeable or unforeseeable.
- b. The fitness of the Products for a particular purpose.
- c. The installation of the Products, its use or the results obtained.

10. MISCELLANEOUS

- a. **Applicable Law: Venue.** This license shall be constructed and interpreted under and pursuant to the laws of the state of Oregon. The parties agree that venue for any action or claim arising out of or in connection with this license shall be in the nearest Oregon Circuit Court to Licensor's place of business.
- b. **Invalidity.** If any term or provision of this license or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this license shall be valid and enforced as written to the fullest extent permitted by law.
- c. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement or promise made by any party hereto, which is not contained herein, shall be binding or valid.
- d. **Amendment.** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both parties.
- e. **Authority.** Any person executing this agreement on behalf of Licensee represents that they are authorized to do so and represents and warrants that this license agreement and any amendment thereto is a legal, valid and binding obligation and is enforceable in accordance with its terms.

LICENSOR

LICENSEE

Signature: _____

Signature: _____

Name: _____

Name: David A. Stuckey

Title: _____

Title: Deputy Director

Agency: _____

Agency: Oregon Emergency Management

Date: _____

Date: _____

Exhibit A Licensed Product

The Products are the following spatial data layers to include any applicable attribute data:

<i>Data Layer Name</i>	<i>Source Filename</i>
EMS boundaries	Ems.shp
ESN boundaries	Esn.shp
Fire boundaries	Fire.shp
Police boundaries	Police.shp
Street centerline	Streets.shp
Address points	Addresspts.shp
...	
...	

SAMPLE

Public Domain Data Sharing Agreement

By the signatures below, it is agreed that the road centerline data and associated attributes are in the public domain, not subject to the conditions of this Agreement, and may accordingly be distributed to any party upon request without restriction.

LICENSOR

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE