

March 22, 2011



St. Charles Parish Government

GIS/OFFICE OF INFORMATION & TECHNOLOGY

171 Keller St., Louisiana 70057 Telephone (985) 783-5096 Fax (985) 783-5095

GEOGRAPHICAL DATA LICENSING SHARING AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2011, by and between _____, with a principal place of business at _____ (the "User") and St. Charles Parish Government (the "Parish")

WITNESSETH:

WHEREAS, the User has requested that the Parish supply the User with digital data of portions of the Parish; and

WHEREAS, The Parish is agreeable to providing the digital data, at no cost to the User, and to permitting the User to use said digital data for the purposes of _____, provided that the User does not reformat or distribute the digital maps and otherwise complies with the terms of this agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the User and the Parish agree as follows:

1. The Parish agrees to provide the User digital data of the following GIS map files (list data being requested): _____

_____.
2. The user agrees that the digital data will not be reformatted or copied, nor be further reproduced, distributed or permitted to be used by any other person, firm, corporation, association or entity. Notwithstanding the previous sentence User shall have the right to distribute hard copies, but not digital, of any maps produced.
3. The Parish reserves the right to deny access to certain coverage's.
4. The Parish hereby disclaims any and all liability or responsibility for any damage, injury, loss, claim, or lawsuit arising from any error, inaccuracy or other problem. Furthermore, the User agrees to indemnify and hold harmless the Parish and its officials and employees, from any and all claims, liability damages, injuries and suits arising from the use of the computer diskettes or the digital data contained therein or thereon by the User or its employees or assignees.
5. The digital data provided hereunder are provided "as is" and the Parish expressly disclaims all warranties, express or implied including warranties as to accuracy of the digital data for all and merchantability and fitness for a particular purpose, and further expressly disclaims responsibility incidental, consequential or special damages arising out of or in connection with the use of performance of the digital data.
6. User acknowledges this disclaimer of warranty and expressly waives all warranties express or implied and waives any right of claim for damages incidental, consequential or special arising out of or in connection with the use or performance of the digital data.
7. All information provided by the User under the terms of this agreement shall be verified by Parish GIS staff prior to use by the Parish. Any release of unverified information, which is required by

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law, shall bear in bold print, a disclaimer notifying the recipient that the information is unverified and may not be relied upon for official use.

8. The digital data provided by the Parish shall remain the property of the Parish, which shall retain all rights commensurate with ownership, including the right to sell, release, license, and use or provide the digital maps to others as it deems appropriate in its sole discretion.
9. The digital data provided by the Parish are deemed and remain hereafter proprietary information of the Parish, shall not be provided or assigned to other parties without the express written consent of the Parish, and are afforded the full protection of copyright law.
10. Digital data will be supplied in GIS Shapefile format.
11. The updated digital maps provided by the User to the Parish shall be deemed the property of the Parish, including the right to use, reproduce, copyright, sell, release, license or provide the digital maps to others.
12. Failure to fulfill the terms of the sharing agreement will result in immediate payment in full by User for the cost of the layers provided as per the then existing Parish ordinance.
13. In the event legal action must be taken against the User to enforce any term or condition herein, then User shall be liable for all administrative fees and costs, a reasonable attorney fee and all court costs.
14. In the event of any dispute herein, venue and jurisdiction shall be the 29th Judicial District Court in the Parish of St. Charles
15. Cancellation: This agreement may be canceled by either party, with or without cause, upon sixty (60) days written notice to the other party. Upon cancellation of the agreement pursuant to this paragraph all information, maps, programs, files and documents in both written and electronic form in possession of the User shall be immediately returned to the Parish at the cost of User.

WITNESS the following signatures
User Company Name:

BY: _____
User printed name

St. Charles Parish Government

BY: Luis Martinez
Luis Martinez,
*Geographic Information
Systems Coordinator*