

# Lincoln County GIS Data Distribution Agreement

## Data Distribution Agreement

Lincoln County, Minnesota, grants to you a non-exclusive, non-sub licensable, license to use this version of **GIS** Digital Data. If contacted by other parties interested in using Lincoln County, MN Digital Data these parties shall be directed Lincoln County GIS/IT Services, 221 N Wallace Ave, Ivanhoe, MN 56142, so as to enter into a similar Data Distribution Agreement.

All content accessed through the Data Distribution Agreement is the property of the applicable content owner and may be protected by applicable copyright law. This Data Distribution Agreement gives you no rights to such content. Title, ownership rights, and intellectual property rights in and to the Digital Data shall belong to Lincoln County, MN. You agree to abide by the copyright law and all other applicable laws of the United States. Regardless of the date of signatures hereunder, this agreement shall be in effect from the date of receipt, in digital form, of any portion of Lincoln County, MN Digital Data. **Lincoln County explicitly declares**

**“OWNERSHIP RIGHTS” as a \_ COPYRIGHT** to all data under ownership and distributed by Lincoln County. This Data Distribution Agreement applies to all digital data acquired from Lincoln County Staff, internet-based delivery systems, or any other means of transfer.

## Data Delivered on Electronic Media:

If these data have been requested from LINCOLN COUNTY GIS/IT SERVICES on magnetic media, CD-ROM or any other physical media, LINCOLN COUNTY GIS/IT SERVICES will deliver this product in the computer-readable format agreed upon with the requestor. LINCOLN COUNTY GIS/IT SERVICES will re-issue these data if they are determined unreadable by correctly adjusted computer input devices, or when the medium is delivered in a damaged condition. Requests for re-issue of this digital data product must be made within 30 days of the date shipped from LINCOLN COUNTY GIS/IT SERVICES.

## Data updates:

Though Lincoln County will continually be updating the Digital Data, Lincoln County, MN is not obligated to provide updates to these data in the event that newer versions become available. Updated datasets will be provided for purchase. Lincoln County, MN provides basic free documentation and metadata according to Minnesota Metadata Standards with the Digital Data.

## Liability:

The Lincoln County GIS/IT Services makes no representation or warranties, express or implied, with respect to the use or reuse of data provided herewith, regardless of its format or the means of its transmission. **THE DATA ARE PROVIDED "AS IS" WITH NO GUARANTEE OR REPRESENTATION ABOUT THE ACCURACY, CURRENCY, SUITABILITY, PERFORMANCE, MERCHANTABILITY, RELIABILITY, OR FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE.** The Lincoln County GIS/IT Services shall not be liable for any direct, indirect, special, incidental, compensatory or consequential damages or third party claims resulting from the use of these data, even if the Lincoln County GIS/IT Services has been advised of the possibility of such potential loss or damage. These data may not be used in states that do not allow the exclusion or limitation of incidental or consequential damages. The user relieves Lincoln County, MN and its respective officers, agents and employees of any liability for any and all damages resulting from use or mis-use including; incidental, consequential, special or indirect damages of any sort, whether arising in tort, contract or otherwise, even if Lincoln County, MN has been informed of the possibility of such damages, or for any claim by any other party. Furthermore, in States that do not allow the exclusion or limitation of incidental or consequential damages, you may not use this Digital Data.

## Warranty:

This data is provided on an "AS IS" basis and makes no representation or warranties of any type, express or implied, with respect to the reuse of data provided herewith, regardless of its format or

the means of its transmission, as to its performance, merchantability, or fitness for any particular purpose. There is no guarantee or representation to the user as to the accuracy, currency, suitability, or reliability of this data for any purpose. The user accepts the data 'as is', and assumes all risks associated with its use. By accepting this data, the user agrees not to transmit this data or provide access to it or any part of it to another party.

Lincoln County, MN assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data.

Lincoln County, MN makes no representations about the suitability of this Digital Data or about any content or information made accessible by the Software, for any purpose. The Digital Data is provided 'as is' without express or implied warranties, including warranties of merchantability and fitness for a particular purpose or non-infringement. This Software is provided gratuitously and, accordingly, Lincoln County, MN shall not be liable under any theory for any damages suffered by you or any user of the Data.

**Read and Initial**\_\_\_\_\_

**Redistribution:**

Sometimes an organization possesses data that it is not entitled to distribute. Such restrictions should be clearly understood before data is distributed. The right to distribute data may be derived from outright ownership, by agreement with another organization, or by law in the case of data in the public domain, in which case there are no restrictions on distribution. Most data produced by federal agencies are in the public domain. Subject to requirements of the Minnesota Government Data Practices Act, an organization has the right to distribute public data it collects, develops and maintains. In obtaining these data from Lincoln County GIS/IT Services, it is understood that you and/or your organization have the right to use them for any internal purpose. If you modify them, you should document those changes in a metadata record that should accompany all redistributed data. If you transmit or provide these data in any form to another user, the data MUST be accompanied by a copy of this disclaimer and all documentation provided with the original data set including the full metadata record.

Although the use of these data is not restricted, they may not be sold commercially or privately. When these data are used in the development of digital or analog (hardcopy) products, Lincoln County, MN must be acknowledged as having contributed data to the development of the product.

**Payment (if applicable):**

A Government entity may assess a reasonable charge to recover the costs of searching for, retrieving, certifying, compiling and electronically transmitting copies of government data and products, including costs for employee time. Lincoln Counties Data Distribution Agreement allows any entity to obtain Lincoln County Digital data. Lincoln County reserves the right to allow non-profits and government agencies to use Lincoln County digital data for no charge. Private entities may be allowed to enter into the Data Distribution Agreement for no charge if they have a GIS dataset or another product deemed suitable for Lincoln County uses by (employee initials)\_\_\_\_\_ that allows for open GIS data sharing between Lincoln County and said entity.

All other private entities will be charged at \$0.03/parcel.

Lincoln County, MN GIS Fee Schedule will determine the fee, as it may from time to time be amended. The data is released after payment is received, (if applicable), along with the signed Data Distribution Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below

**COUNTY OF LINCOLN Party Entering Data Distribution Agreement**

**By Interested Party**\_\_\_\_\_ **Date** \_\_\_\_\_

**By GIS/IT Services**

**Administrator**\_\_\_\_\_ **Date** \_\_\_\_\_