Digital Data Release Policy

6 North Vermilion Street Courthouse Annex - Lower Level Danville, Illinois 61832 Vermilion County GIS Department Phone (217) 554-6060 Fax (217) 554-6070

LICENSE AGREEMENT FOR LOCAL GOVERNMENT PROJECTS

DATA DISTRIBUTION

All digital data is provided for distribution on CD-ROM unless other media is agreed upon. Data distribution is managed by Vermilion County. All vector GIS data will be provided in shapefile or geodatabase format unless requested otherwise. Aerial orthophotography will be in MrSID or .tiff format.

DATA SOURCE

Data sources are available from Vermilion County GIS and will be included on any hard copy map printed by licensee.

NO WARRANTY

The data files are provided "as is". There is no guarantee or warranty concerning the accuracy of information contained in the data. No warranty is made either expressed or implied, as to any matter whatsoever, including, without limitation, the condition of the product, or its fitness for any particular purpose. The burden for determining fitness for use lies entirely with the user.

LIMITATION OF LIABILITY

In no event shall Vermilion County, Vermilion County GIS, Vermilion County Supervisor of Assessments or any Vermilion County office, or entity or office holder or their agents and employees have any liability whatsoever for payment of any consequential, incidental, indirect, special, or tort damages of any kind, including, but not limited to, any loss of profits arising out of use of or reliance on the data or arising out of the delivery, installation, operation, or user support.

PROTECTION OF PROPRIETARY RIGHTS

The local government agency and its consultants/engineer(s) (hereinafter referred to as licensee) agree that all Vermilion County data distributed shall be used for the licensee's governmental purposes only and that the licensee shall not sell, transfer or otherwise provide or publish said data, products or derivatives thereof obtained through this Agreement for any other purpose, to any other agency, person, corporation or entity or otherwise violate the copyright of Vermilion County. Any use, transfer, sale, providing or publishing of said data, products or derivatives thereof not in compliance with the License Agreement shall be a violation of this Agreement and Vermilion County shall have the right to immediately terminate this Agreement, and the local government shall return to Vermilion County the data provided, including the database, data or other products, along with any upgrades, modifications or changes, all of which shall become the property of Vermilion County. Vermilion County may also pursue any and all legal remedies for violation of this Agreement and its copyright.

Reproduction or redistribution of the data or products derived therefrom outside of licensee's organization or entity is expressly forbidden. The data shall only be used on the specified project for the unit of local government. Consultants may not further reproduce or redistribute the data beyond the scope of the specified project for the unit of local government.

All files containing any source data or products derived therefrom shall be returned to the Licensor upon project completion. None of the data shall be electronically duplicated by any means for use by others, in whole or in part, without express written permission of Vermilion County GIS. Resale of the data is prohibited.

CREDITS:

Source to list: Vermilion County GIS

Any hard copy publications, compilations, or derivative thereof utilizing any of the Vermilion County database files which are released to a third party for a governmental purpose must include the following copyright notice. "COPYRIGHT (insert appropriate year) County of Vermilion, Illinois." Such publications, compilations, or derivative work will include all paper or file products of any form which use any of the copyrighted Vermilion County database except those that are working copies and which are not released to third parties. If the Licensee has modified the data in any way they are obligated to describe the types of modifications they have performed on the hard copy map. Licensee specifically agrees not to misrepresent any data, nor to imply that changes they made were approved.

Date: ____/___/____

The digital data is authorized to:

CONSULTANT/ENGINEER/LOCAL GOVERNMENT

PHONE

Under the terms and conditions listed in the attached LICENSE AGREEMENT. The data is provided for use in completing the following project:

PROJECT DATA REQUESTED for the GOVERNMENT AGENCY The licensee hereby agrees to the terms and conditions in the attached LICENSE AGREEMENT and agrees to abide by same. PRINTED NAME TITLE E-MAIL /___/___ DATE SIGNATURE OF CONSULTANT/ENGINEER SIGNATURE OF AUTHORIZED OFFICIAL DATE OF LOCAL GOVERNMENT Complete and mail original copy to: Vermilion County GIS Department 6 North Vermilion Street Courthouse Annex - Lower Level

> Any questions, please call the Vermilion County GIS Phone (217) 554-6060

Danville, Illinois 61832

ADDRESS

CITY, STATE, ZIP