

LICENSE AGREEMENT FOR EATON COUNTY DIGITAL DATA SETS

THIS AGREEMENT is entered on _____,
between EATON COUNTY, Michigan, and the LICENSEE of
_____.

DEFINITIONS

COUNTY refers to EATON COUNTY, Michigan. (Licensor)

LICENSEE shall mean all organizations or individuals that are not an EATON COUNTY governmental entity consisting of any city, township or village.

CONTACT PERSON shall refer to LICENSEE'S designated person as the primary contact for data exchange. Shall also mean the individual designated in Article 12 of this agreement.

CONSULTANTS shall refer to third party contracted on a temporary basis by the LICENSEE.

DATA OR DATA SETS shall mean digital databases, image files, and any other file types that are stored, maintained, and accessed using any computing device.

DERIVATIVE PRODUCTS shall mean all works created by the LICENSEE which are based upon or incorporate all or part of the data, such as revision, modification, translation, abridgement, condensation, expansion, collection, compilation, or any other form which can be recast, transformed, or adopted in the form of digital data.

1. OWNERSHIP

- 1.01 The COUNTY has produced LICENSED DATA SETS of original digital data. They are licensed for use, not sold. The COUNTY reserves all rights of authorship granted under U.S. and International copyright laws and agreements and by Michigan Enhanced Access to Public Records, Act 462 of 1996, as amended.
- 1.02 By signing below, the LICENSEE agrees to abide by all terms and conditions of this agreement. This document constitutes the entire agreement between the COUNTY and LICENSEE and it supersedes any prior agreement/s, oral or written.
- 1.03 This Agreement does not constitute a transfer of title or interest in the core DATA SETS. Any portion of these data that are modified or merged into another computer file or program by the LICENSEE, or are integrated with other programs or data to form derivative products, shall continue to

be subject to the provisions of LICENSE AGREEMENT. The COUNTY retains ownership of the core DATA SETS and all such portions.

1.04 LICENSEES contractually employed by the COUNTY to perform work may request any available DATA SETS to facilitate completion of the contractual arrangements. LICENSEE agrees, within 30 days after completion of the work, to return all DATA SETS to the COUNTY. Accompanying return of the DATA SETS, LICENSEE shall prepare a written letter addressed to the COUNTY confirming that all DATA SETS have been removed from all LICENSEE-owned electronic storage devices.

1.04.1 If the LICENSEE fails to comply with the above described requirements in Section 1.04, LICENSEE shall be charged the full cost of the DATA SETS based on the COUNTY'S current fee schedule. LICENSEE hereby agrees to make such payment within 30 days of receipt of a COUNTY invoice.

1.04.2 Refer to Section 6 of this LICENSE AGREEMENT for further requirements.

1.04.3 LICENSEE shall provide the electronic media required to produce a copy of the requested DATA SETS.

2. PROTECTION OF PRIOPRIETARY RIGHTS

2.01 Reproduction or redistribution of copyrighted, DATA SETS (hard or soft copy) or products derived therefrom outside of the LICENSEE, without the express, written consent of EATON COUNTY, is forbidden, except as expressly provided as follows:

2.01.1 Redistribution of any portion of DATA to CONSULTANTS working for the LICENSEE is permitted only for purposes related to the LICENSEE'S business. Such CONSULTANTS may not futher reproduce or redistribute said DATA SETS, and such copies must be returned to the LICENSEE upon completion of the CONSULTANT's work.

2.01.2 Any approved reproduction and redistribution of any portion of the DATA SETS for non-profit, non-commercial purposes must include proper credits as detailed under **CREDITS**.

3. LIABILITY

3.01 There are no warranties that accompany this data.

3.02 The burden for determining 'fitness for use' rests entirely upon the LICENSEE. The COUNTY recommends that users of this data confirm

the data provided. In no event shall EATON COUNTY be liable to the customer or any third party for errors, omissions or accuracy of this product, regardless of the form of claim or action, whether in contract or tort, including negligence, in the amount that exceeds the sum paid by the customer for the product.

3.03 The COUNTY will not be liable in any way for accuracy of the data, and assume no responsibility whatsoever for direct, indirect, special, consequential, exemplary or other damages.

3.04 The LICENSEE agrees to indemnify, hold harmless and defend the COUNTY, its employees, agents and representatives from any and all claims, damages, liabilities and expenses arising from the LICENSEE'S use of the DATA SETS and/or their DERIVATIVE PRODUCTS.

4. DELIVERIES

4.01 The COUNTY agrees to provide the DATA SETS, in electronic media format, to the LICENSEE.

4.02 The LICENSEE agrees to assign a person to be the CONTACT PERSON who shall provide coordination for receiving DATA SETS. The name of the CONTACT person shall be provided to the COUNTY.

5. DATA AND DATA SET STANDARDS

5.01 The COUNTY uses the DATA STANDARDS developed at the time the DATA or DATA SETS were created. DATA or DATA SETS provided to LICENSEES will be made available based on these standards.

6. DISTRIBUTION OF THE DATA SETS

6.01 The DATA SETS, are to be solely retained by the LICENSEE. In no instance, can these data be sold, copied, leased, loaned, or transferred, in whole or part to other public agencies, private individuals, private firms, or non-profit entities except as allowed by Article 2.

7. COSTS

7.01 Use of the DATA SETS are licensed by the COUNTY according to the COUNTY'S adopted Enhanced Records Access Fee Schedule.

7.02 License fees for all electronic DATA SETS are determined by the COUNTY'S Board of Commissioners as authorized under Michigan Enhanced Access to Public Records, Act 462 of 1996, as amended.

7.03 Fees paid are not refundable.

7.04 Prepayment of all DATA SETS is required.

8. UPDATES

8.01 The DATA SETS are licensed and distributed ‘as is’ on a one-time basis.

8.02 The COUNTY is under no obligation to inform the LICENSEE of data updates, alterations, or accuracy errors discovered thereafter. The burden of ordering and paying for updated copies of DATA SETS rests entirely upon the LICENSEE.

8.03 Revisions may be made at the COUNTY’S discretion on a time and funding available basis.

9. CREDITS

9.01 The LICENSEE specifically agrees not to misrepresent the DATA SETS, not to imply that changes made by the LICENSEE were approved by the COUNTY unless express written permission is received by the COUNTY.

10. SEVERABILITY OF PROVISIONS AND VENUE

10.01 If any portion of this agreement is found to be invalid or unenforceable, the remaining provisions will remain enforceable to the fullest extent permitted by law. Any cause of action arising from this agreement shall be venued by EATON COUNTY, Michigan and decided pursuant to applicable Michigan and federal law.

11. AMENDMENTS

11.01 The COUNTY reserves the right to amend this license agreement.

12. AUTHORIZATION

12.01 This signatory for the LICENSEE represents and warrants that s/he is authorized to execute this document on behalf of LICENSEE.

Organization: _____

Contact: _____ Title: _____

Address: _____

City, State, Zip: _____

Email: _____

Phone: _____ Fax: _____

Signature _____ Date: _____

Data Requested: _____
