



SUSQUEHANNA COUNTY  
 DEPARTMENT OF PUBLIC SAFETY  
 81 PUBLIC AVENUE  
 MONTROSE, PA 18801



911 Communication Center

Emergency Management Agency

## DATA SHARING DISCLAIMER AGREEMENT BETWEEN COUNTY OF SUSQUEHANNA AND REQUESTOR

### I. Description of Data to Be Provided

Upon written consent to the following conditions and restrictions, in addition to completing and returning the County Public Record Request Form, the **County of Susquehanna** provides digital data layers, as requested, to:

\_\_\_\_\_ (Referred to as The User hereafter).

### II. Terms of Agreement

Data provided by the **County of Susquehanna** is subject to the following conditions and restrictions:

#### A. Liabilities and Limitations for the Accuracy of Digital Data Provided:

1. By signing this Agreement, The User shall become contractually bound to all provisions stated in this Agreement.
2. Although **County of Susquehanna** has verified the digital data to the best of its ability, **County of Susquehanna** makes no representations of any kind as to its complete accuracy; nor does it guarantee the complete accuracy of any digital data furnished. **County of Susquehanna** additionally makes no warranties of merchantability or fitness for a particular use, nor are such warranties to be implied, with respect to the digital data provided under this Agreement.
3. The User is responsible for understanding the accuracy limitations of all digital data provided. In particular, alterations and/or manipulation of the original data may adversely affect its accuracy, meaning and design integrity.
4. To assist in the proper utilization of the digital layers, Metadata files are provided if available. The User, however, assumes all responsibility for the correct use of the digital data provided and for their interpretation.
5. The User agrees to hold the **County of Susquehanna** and all its employees and agents harmless from any claim, suit or proceeding arising out of the use of the data in accordance with this agreement, including indemnification of the **County of Susquehanna** and the State of Pennsylvania for reasonable expenses incurred in defending such claims.

**B. Production of Printed Map/Report/Publication Products Using Digital Data Layers Provided:**

1. The User may reproduce digital data layers in the form of a printed product provided The User abides by this agreement.
2. Any maps, reports, or publications created using the digital data provided by the **County of Susquehanna** shall give credit to the **County of Susquehanna** GIS Department by using the following statement/disclaimer:

*“This (map/report/publication) was created using County of Susquehanna Geographic Information System digital data, but this is a secondary product and has not been verified and is not authorized by the County of Susquehanna.”*

**C. Sharing of the GIS Data with Other Persons or Entities**

Once data is purchased from **County of Susquehanna** The User cannot re-sell or share data with any other parties. If at any time during the course of this Agreement, The User determines that it is necessary to share portions of the GIS data with a person or entity not employed by The User as a consultant, contractor, or any similar person or entity for a limited public purpose, The User shall first request permission from **County of Susquehanna** before sharing any portion of the GIS data, unless otherwise permitted by this Agreement or as required by law. Any such request shall be in writing to the **County of Susquehanna GIS Department** and shall specify the persons or entities The User wishes to share GIS data with and the reasons why such sharing of information is necessary. Permission for The User to share the GIS data provided by the **County of Susquehanna** with other parties shall not be unreasonably withheld if such sharing of information is necessary to further legitimate governmental purposes.

*Revised: 3 December 2015*

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The undersigned hereby accepts and agrees to be bound by the terms and conditions set forth in the Data Sharing Disclaimer Agreement. It is fully understood that pursuant to this agreement the undersigned is permitted to utilize digital information provided by the County of Susquehanna, solely in the conduct of its own daily business affairs. Any other use, unless with prior written permission from County of Susquehanna, shall be deemed unauthorized and punishable by law. County of Susquehanna makes no representations of any kind, including but not limited to the warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied, with respect to the digital data layers furnished hereunder. County of Susquehanna assumes no responsibility to maintain them in any manner or form.

*I have the authority to legally obligate The User to the terms of this agreement.*

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_