

# GIS Data Sharing Agreement

The City of Mont Belvieu, Texas



**I. Description of Data to Be Shared:**

Upon written consent to the following conditions and restrictions, the City of Mont Belvieu (hereinafter referred to as the “City”) will provide the geographic information system (GIS) data specified below, as requested (and as available), to the following party:

\_\_\_\_\_ (hereinafter referred to as the “User”).  
The requested data are as follows:

\_\_\_\_\_  
\_\_\_\_\_

**II. Terms of Agreement:**

GIS data (hereinafter referred to as the “Data”) provided by the City are subject to the following conditions, restrictions, and limitations:

**A. GIS Data Sharing Restrictions:**

- 1) Digital GIS data provided by the City is intended solely for the internal use of the User in the conduct of its internal business affairs.
- 2) Access to the data provided by the City shall be exclusively for the User, and employees of the User in the course and scope of their employment. The term “employee” shall mean any person directly employed on a full-time or part-time basis by the User. The term “employee” shall also be construed to mean any contractor, consultant, or any similar person or entity hired by the User for a limited purpose.
- 3) If the GIS data is shared with a third-party contractor, consultant, or any person or entity hired by the User, the User must provide a copy of this signed Agreement to the third-party. By accepting the Data, third-party agrees to be subject to the terms of this Agreement and agrees not to use, reproduce, or redistribute the data for any purpose other than indicated in this Agreement. All copies of the City’s GIS data used by a third-party must be returned to the User immediately upon completion or termination of the applicable contract.
- 4) If at any time, the User wishes to share the City’s GIS data with a third-party, User must request written permission from the City, and provide the reason(s) for the request. This limitation, however, is not intended to restrict the User’s internal distribution of printed map information created from the Data for internal use within User’s business.

**B. Production of Printed Maps, Reports, or Publication Products Using Provided GIS Data:**

- 1) The User may reproduce the Data in the form of printed products, only as provided by this Agreement.

- 2) User agrees to provide to the City, a copy of any map, report, or publication produced based on the Data. User further agrees that the City may use and distribute any such map, report, or publication for any and all purposes.
- 3) User agrees that if a map, report, or publication is created using the Data provided by the City, credit must be given using the following disclaimer:  
*“This [map/report/publication] was produced using the City of Mont Belvieu’s GIS data. This is a secondary product and has not been verified, nor authorized by the City of Mont Belvieu.”*
- 4) The User may not publish the data on any website without prior written permission from the City.
- 5) User agrees that neither the Data, nor any map, report, or publication based on the Data may be used, sold, or distributed for any commercial purposes.

**C. Limitations and Liabilities for the Accuracy of the GIS Data:**

- 1) The City has verified the data to the best of their abilities, however, the City makes no claim to the completeness or accuracy of the Data and does not assume or accept liability for its intended or unintended use.
- 2) By signing this Agreement, the User shall become contractually bound to all provisions stated in this Agreement.
- 3) The Data is intended for informational purposes only and may not be suitable for legal, engineering, or surveying purposes. The City’s data does not represent an on-the-ground survey and displays only approximate relative locations.
- 4) The User agrees to indemnify and hold harmless the City, their employees, and agents from any claim, suit, or proceeding arising out of the use of the Data in accordance with this Agreement, and in accordance with laws of the State of Texas.
- 5) Nothing herein shall be construed to waive any governmental immunity applicable to the City.

*The undersigned hereby accepts and agrees to be bound by the terms and conditions set forth in the GIS Data Sharing Agreement. It is fully understood that pursuant to this Agreement, the undersigned is permitted to utilize digital information provided by the City of Mont Belvieu, Texas, solely in the conduct of its own daily business affairs. Any other use, unless with prior written permission from the City, shall be deemed unauthorized.*

*The City of Mont Belvieu makes no representations of any kind, including but not limited to, the warranties of merchantability or fitness for particular use, nor are any such warranties to be implied, with respect to data furnished hereunder. The City of Mont Belvieu assumes no responsibility to maintain the data in any particular manner or form.*

I have the authority to legally bind the User to the terms of this Agreement.

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

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