

**INTERGOVERNMENTAL DATA SHARING AGREEMENT FOR
THE SAGINAW AREA GIS AUTHORITY DIGITAL GEOGRAPHIC DATA SETS**

This agreement is entered on _____, between the Saginaw Area GIS Authority, Saginaw, Michigan, hereafter referred to as SAGA, and the Municipality of _____.

SAGA has produced and copyrighted Licensed Data Sets of original digital geographic data. They are licensed for use, not sold. SAGA reserves all rights of authorship granted under U.S. and International copyright laws and agreements and under Michigan Enhanced Access to Public Records, Act 462 of 1996, as amended.

The parties agree as follows:

1. **Municipality** agrees not to resell, redistribute or sub-license SAGA's digital geographic data in digital form. Freedom of Information Act requests for digital geographic data must be redirected to **SAGA**.
2. **Municipality** may reproduce and redistribute hardcopy output of SAGA's digital geographic data in paper or other non-digital media.
3. **Municipality** may redistribute a portion or all of SAGA's digital geographic data in digital form to a **Consultant** or third party **Contractor** under contract by the **Municipality** for the sole purpose of conducting business of the **Municipality**. All digital data set must be returned to the **Municipality** upon completion of the **Consultant's** work.
4. **Municipality** will assign a staff person to be a Contact Person with SAGA who shall provide data on parcel splits/combines, new subdivision plats, condominiums, addressing information and other material that is necessary to maintain the SAGA's parcel data base.
5. **Credits**: Any paper documents which are derived in whole or in part from the Licensed Data Sets must include the following copyright notice: Copyright 2005 Saginaw Area GIS Authority.
6. **Municipality** shall immediately notify SAGA in writing of any misuse, misappropriation, or unauthorized disclosure of Confidential Information that may come to its attention.
7. **Municipality** acknowledges that its obligations to protect the Confidential Information are essential to the business interests of the SAGA and that the disclosure of such Confidential Information in breach or threatened breach of this Agreement would cause the SAGA immediate, substantial, and irreparable harm, the value of which would be extremely difficult to determine. Accordingly, Municipality agrees that, in addition to any other remedies that may be available in law, equity, or otherwise for the disclosure or use of Confidential Information in breach of this Agreement, the SAGA shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of such breach, in addition to

all other remedies, including attorney fees, and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

8. **No Warranty.** The burden for determining “fitness for use” rests with the **Municipality**. The **SAGA** will not be liable in anyway for accuracy of the data, and assume no responsibility whatsoever for direct, indirect, special, consequential, exemplary or other damages. Further, the **Municipality** agrees to indemnify, hold harmless and defend the **SAGA**, its employees, agents and representatives from any and all claims, damage, liabilities and expenses arising from the **Municipality’s** use of the **SAGA’s** digital geographical data.

9. **Return of Materials.** Upon the **SAGA's** written request, **Municipality** agrees to promptly return to the **SAGA** any materials or documents, whether or not furnished by the **SAGA**, containing Confidential Information together with all copies thereof made by **Municipality**, or to destroy such items and deliver to the **SAGA** written certification that they have been destroyed.

10. **Term; Termination.** This Agreement shall be effective as of the date first written above and shall continue until terminated by either party upon thirty (30) days prior written notice. All obligations undertaken respecting Confidential Information already provided hereunder shall survive any termination of this Agreement. The **Municipality** shall, within twenty (20) days of a written request by the **SAGA**, return all Confidential Information, including all copies thereof, to the **SAGA**, or, if so directed by the **SAGA**, destroy all such Confidential Information. The **Municipality** shall also, within ten (10) days of a written request by the **SAGA**, certify in writing that it has satisfied its obligations under this Agreement.

11. **Governing Law.** The laws of the State of Michigan shall govern the interpretation of this Agreement as it relates to the specific disclosed Confidential Information.

The signatory for the **Municipality** represents and warrants that she/he is authorized to execute this document on behalf of the **Municipality**.

MUNICIPALITY: _____ DATE: _____

OFFICIAL REPRESENTATIVE: _____ TITLE: _____

CONTACT PERSON: _____

Email: _____

Phone: _____

Fax: _____

Mailing Address: _____

Accepted:

SAGINAW AREA GIS AUTHORITY

Authorized Signature

Name

Title

Date