

GEOGRAPHIC INFORMATION SYSTEMS (GIS) DATA LICENSE AGREEMENT

FOR ENTITIES REQUESTING ACCESS TO GIS AND RELATED DATA CREATED AND MANAGED
BY JACKSON COUNTY MISSOURI.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the Jackson County, Missouri (“County”), through its Director of Information Technology, and _____, (“Licensee”). In consideration of the mutual promises and covenants contained in this Agreement, the County and Licensee expressly agree that:

1. **Authority.** This Agreement is made pursuant to the authority granted the County by Section 67.1850, RSMo. It is implemented pursuant to the direction of the County Code Section 1206.3 (Ord. 3854, Eff. 01/11/07).
2. **Grant of License.** The County grants to Licensee and Licensee hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described herein in the form produced and maintained by the Geographical Information System produced and maintained by the County.
3. **Licensed Materials.** The materials licensed for use by Licensee under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of the County (“Licensed Materials”). The materials are identified more fully in the attached Schedule of Licensed Materials.
4. **Use.** Subject to the terms, conditions and prohibitions of this Agreement, Licensee shall be entitled to use the information contained in the licensed materials for its business.
5. **Transfer.** This License is expressly non-transferable and Licensee shall not transfer any interest, entitlement or obligation under this Agreement to any other person or entity. The Licensed Materials may not be distributed to any other party for that party’s use without the written permission of the County. Permission will be contingent on the format of the second party’s access to the data.
6. **Data.** The data and information contained in the Licensed Materials shall be those files and systems as recorded and existing as of the time Licensee requests the information. The County is under no obligation to provide maintenance of the Licensed Materials, and will not be responsible for providing maintenance or for informing Licensee that maintenance has been performed on the GIS, or that the information provided has been updated or in any fashion changed.
7. **Title.** The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the County and with the offices or officials of the County having official custody of the Licensed Materials.

8. **Not Public Records.** The database in the form of the Licensed Materials is proprietary, intellectual property of the County and shall not be considered or deemed as open, public records, except as provided in Section 67.1850 RSMo. Licensee shall, and hereby expressly agrees that it will, recognize the property interests of the County and the County agrees that it is not, pursuant to this License Agreement, a custodian of any open, public records, except as may exist pursuant to Section 67.1850, RSMo.

9. **Costs.** Licensee shall pay to the County fees for access to and use of the Licensed Materials in accordance with the attached Schedule of Fees.

10. **Release.** Licensee expressly releases and agrees to hold the County harmless from any and all claims or damages arising out of the use of the data or information, the accuracy of the data or information, or any reliance on the data or information. Licensee expressly agrees that it does assume all risk for use and reliance on the data and information.

11. **Disclaimer of Accuracy and Warranties.** Licensee shall and hereby does knowingly accept the data and information “as-is”, and the County expressly disclaims any representation or warranty to the completeness or accuracy of the data or information. Further, the County expressly disclaims any representation or warranty as to the suitability of the data or information for any use intended by Licensee. Licensee recognizes that the County shall not be liable for any damages that may arise from any error that may exist in the information or the geographical information system.

12. **Waiver.** The waiver of any breach of any provision of this License Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions.

13. **Modifications.** Any modification of this Agreement shall be in writing executed by each party.

14. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties.

15. **Law.** This Agreement is made in and shall be governed by the laws of the State of Missouri and Jackson County, Missouri.

This Agreement is made as of the date first above written by:

Name:

Title:

JACKSON COUNTY, MISSOURI

Director of Information Technology

Date

APPROVED AS TO FORM:

ATTEST:

County Counselor

Clerk of Legislature