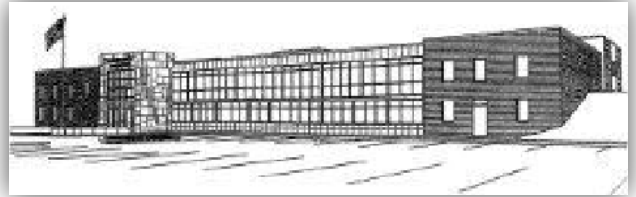


# STEVENS COUNTY

Information Technology/Geographic Information Systems  
400 Colorado Avenue, Suite 201  
Morris, MN 56267



## GIS Data Exchange Agreement

**THIS AGREEMENT** is made and entered into between the Stevens County Information Technology Department, 400 Colorado Avenue, Morris MN, as authorized by the Stevens County Board of Commissioners, hereinafter “County” and \_\_\_\_\_ (“User” of information), with address of \_\_\_\_\_, and phone number of \_\_\_\_\_:

**WHEREAS**, the County and the (User) agree to participate in this GIS data exchange contract in order to provide the Stevens County citizens with more precise GIS Datasets and reduce reproduction costs.

**WHEREAS**, the County has hired special professionals for the development of the Stevens County GIS Datasets and has by resolution authorized the director of the Stevens County Information Technology Department to enter into this above-titled Agreement; and

**WHEREAS**, the Stevens County GIS Datasets was developed with a significant expenditure of public funds; and

**WHEREAS**, the Stevens County GIS Datasets has commercial value; and the County claims proprietary ownership and/or copyright interest in the Stevens County Datasets.

**WHEREAS**, (User) desires to use the GIS Datasets in the course of his/her, its or their business, and said use of the GIS Datasets are deemed to be in the best interest of the public.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

### ARTICLE I

#### General Provisions

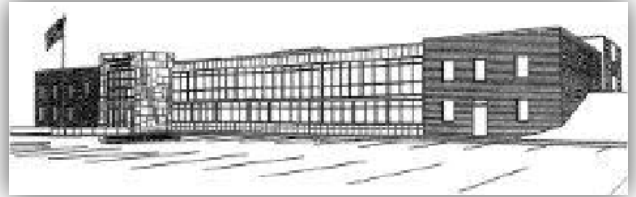
- 1.1 Cost. The County’s GIS Datasets and the (User’s) GIS Datasets will be provided at no cost.
- 1.2 Distribution to Other People or Organizations. The County’s GIS Datasets will not be sold or redistributed without a written and signed consent form from the County. The County’s

Caitlin Christenson, GIS Technician  
Phone: 320-208-6578  
[caitlinchristenson@co.stevens.mn.us](mailto:caitlinchristenson@co.stevens.mn.us)

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GIS Datasets may be included in non-digital mapping projects but the (User) must include this agreement and identify that the GIS Dataset's came from the County.

1.3 Updates. Updates will be provided when they are requested.

1.4 Purpose. The purpose of this Agreement is to define the rights and obligations of the parties with respect to the granting by the County of a license to (User) for the use of the County's and (User's) GIS Datasets.

1.5 Term. Regardless of the date of signatures hereunder, this Agreement shall be in effect from the date of (User's) receipt, in digital form, of any portion of the County's GIS Datasets, until the return or destruction of the Data by (User), unless earlier terminated by law or according to the terms herein.

## ARTICLE II

### Ownership/Confidentiality

2.1 Ownership. The Data is the exclusive property of Stevens County and the County reserves all rights of ownership, title and control to the GIS Datasets under federal copyright law or other law relating to confidential and/or trade secret information. The parties agree that the development of the GIS Datasets required the skilled efforts of professionals in its design and compilation and that the end product is the result of the original work of the County, its employees and agents. Pursuant to Minn. Stat. § 13.03, subd. 5 (2012), the GIS Datasets Data Set are a trade secret of the County and may only be used as authorized herein.

3.2 Obligation of Confidentiality. (User) acknowledges and agrees that the County reserves all rights of ownership, title and control of the requested dataset. (User) agrees that it will treat the GIS Datasets as confidential and trade secret information. (User) will not under any circumstances disclose or disseminate the GIS Datasets or any portion thereof to 1) any other person, firm, entity or organization except as expressly authorized herein, or 2) any employee of (User) who does not need access thereto in the performance of the Project. (User) will keep and maintain the GIS Datasets in a secure manner so as to reasonably preclude unauthorized use, dissemination or disclosure.

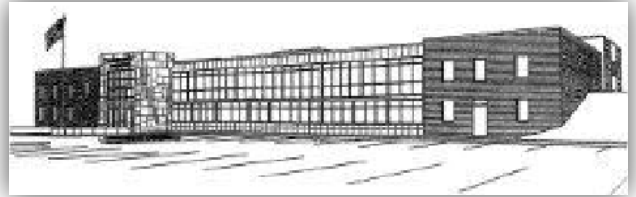
3.3 Survival of Confidentiality Obligations. (User's) obligations respecting confidentiality of the GIS Datasets shall survive termination of this Agreement.

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[caitlinchristenson@co.stevens.mn.us](mailto:caitlinchristenson@co.stevens.mn.us)

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3.5 Injunctive Relief. (User) acknowledges and agrees that disclosure or use of the GIS Datasets in breach of this Agreement could cause irreparable harm and significant injury to the County, which may be difficult to measure with certainty or to compensate through damages. Accordingly, (User) agrees that the County may seek and obtain against (User) and/or any other person or entity injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other equitable or legal remedies which may be available.

## ARTICLE IV

### License

4.1 License. The County hereby grants to (User) a non-exclusive, non-transferable license to use the GIS Datasets in accord with the provisions stated in this Agreement.

A. (User) may use the GIS Datasets only as provided Stevens County Information Technology Department.

B. (User) may make up to one copy of the GIS Datasets for backup purposes only.

C. Except for off-site backup, (User) shall keep the GIS Datasets on its premises at the address stated on page 1, and shall not allow or cause it or any copy of it to be removed from said premises.

D. (User) may not use, copy, modify, assign or transfer the GIS Datasets or any copy, modification or merged portion thereof, in whole or in part, to any other person entity or firm except as expressly provided for in this Agreement. If (User) transfers possession of any copy, modification or merged portion of the program to another party, the rights granted under the terms of this Agreement are automatically terminated.

E. (User) shall not, in whole or in part, assign, sublease, extend, absorb or otherwise transfer this License Agreement or any right granted under this Agreement.

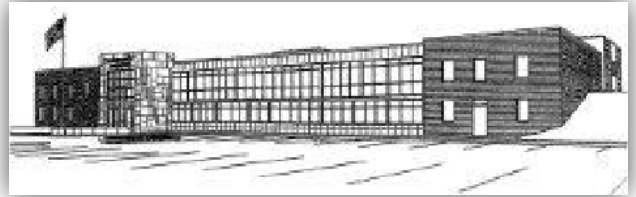
4.2 Termination. Upon completion of the use of the GIS Datasets, or within 12 months of the date of this Agreement or termination of this Agreement, whichever is first, (User) shall, within five (5) days, certify, to the County that it has either deleted the GIS Data, or requires continued Use of the GIS Data.

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## ARTICLE V

### Limit on Liability

The County is furnishing the GIS Datasets on an "as is" basis, without any support whatsoever, and without representation or warranty, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the GIS Datasets.

The County's sole liability and (User's) exclusive remedy for any substantial defect which impairs the use of the GIS Datasets for the purpose stated herein shall be the right to terminate this Agreement.

The County does not guarantee that the GIS Datasets will meet the beneficiary's needs or that the GIS Datasets will have no flaws and that there is no guarantee that these flaws will be corrected.

These GIS Datasets are always be updated and changed (these changes and updates will be done without prior notification). As a result of the changes and updates the beneficiary's GIS Datasets may become obsolete and Stevens County is not responsible for this.

The Stevens County GIS Datasets should be used for general/visual purposes only and should not be used for financial or decision making purposes.

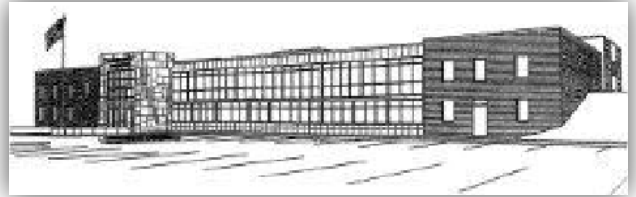
Specifically, the County is not responsible for any costs including, but not limited to, those incurred as result of lost profits or revenue, loss of use of a computer program, loss of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for other similar costs.

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## ARTICLE VI

### Miscellaneous

6.1 Minnesota Law to Govern. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.

6.2 Status of Parties. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, joint venturers or associates between the parties hereto or as constituting (User) as the employee of the County for any purpose or in any manner whatsoever.

6.3 Waiver. The waiver of any default by either party, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification for the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of the County and (Contractor).

6.6 Modifications. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by Authorized Representatives of the County and (User).

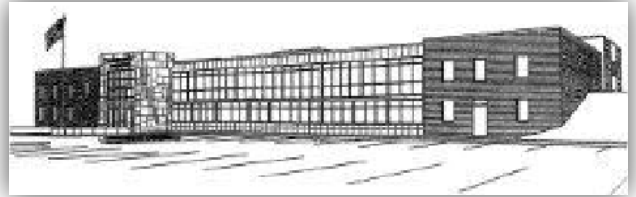
6.7 Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below.

FOR THE COUNTY:

Sign: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FOR THE USER:

Sign: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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