



## GIS Data Exchange Data Release Agreement

Between **Allegheny County Division of Computer Services** and \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as the Primary Data Exchange Partner.

**Whereas**, Allegheny County owns, and the Allegheny County Division of Computer Services, Geographic Information Systems (DCS-GIS) maintains and operates a Geographic Information System (GIS) AND Allegheny County will provide proprietary geographic data to Data Exchange Partners.

**Whereas** the Data Exchange Partner agrees to enter into this Agreement with the County for Digital Data Layers for a geographic area inside of Allegheny County, as specified in this agreement, in exchange for the return of digital data with attributes for the same coverage area, to the Allegheny County Division of Computer Services, Geographic Information System (DCS-GIS).

**Therefore**, the Data Exchange Partner, as the receiving party, agrees to the following terms and conditions:

### Allegheny County GIS Data Layers – Deliverables to Data Exchange Partner:

1. The term "Data Layers" shall refer to GIS Digital Data received from the Allegheny County Division of Computer Services Geographic Information Systems (DCS-GIS) by The Data Exchange Partner.
2. Basemap Data contained in the Data Layers was created from an aerial flyover in 1992-93, has been geographically registered and is accurate to within 5 ft. In the spring of 2004, another flyover was conducted, digital aerial ortho photography was secured and basemap data was updated to the same accuracy. The digital geographic data was developed at considerable expense to Allegheny County and represents a significant opportunity for Exchange Partners to perform complex spatial operations at little expense.
3. The Data Layers are proprietary and are the sole property of Allegheny County and include all Geographic Information System (GIS) data in ESRI ArcGIS format and subsequent formats generated from the Data Layers.
4. The end products of the Data Layers, such as maps, tables, charts and information generated by the Data Layers shall be considered protected information under this agreement.
5. All parties acknowledge that the Data Layers pursuant to this agreement are for informational purposes only. The existing digital data is shipped as is in ESRI Shapefile format and there is no guarantee as to its completeness or accuracy. The County and the Division of Computer Services are not responsible for any reliance upon said data.

### Primary Data Exchange Partner Responsibilities – Deliverables to Allegheny County:

6. The Data Exchange Partner agrees to report all Data Layer changes, modifications, and corrections to the Allegheny County Division of Computer Services in the form of metadata. Metadata is to be submitted electronically with the data in FGDC compliant format.
7. Returned digital GIS files must maintain the database format of the original data, as outlined in the Data Dictionary, a copy of which is available on the Allegheny County Website: <http://www.county.allegheny.pa.us/dcs/gis.asp> ; returned data may contain additional linked databases for possible future integration into the Allegheny County Master GIS Dataset.

8. Data returned to DCS will be accepted in one of the following formats:
  - ArcGIS Geodatabase
  - ArcView Shapefiles - .shp, .shx and .dbf
  - Dxf - Attributes should be shipped along with .dxf files as .dbf files with structure identification values.
  - Dgn - Attributes should be shipped along with .dgn files as .dbf files with structure identification values.
9. Data is to be registered to the original Data Layers' coordinate system (PA South State Plane 83).
10. Any appended or corrected geographic data will be returned to the Allegheny County Division of Computer Services for incorporation into the County's Master GIS Dataset. The data will be accepted on CD, floppy disk, or via email, as agreed upon by both parties.

Use of Data by Data Exchange Partner:

11. Digital Data from DCS-GIS comes with an exclusive use policy; the Data Exchange Partner agrees not to release the Data Layers under any circumstances, to any party, with the exception of a contracted agent. The Data Exchange Partner shall notify DCS-GIS in the event that a secondary partner is engaged under this agreement.
12. A contracted agent (secondary partner), such as an engineering firm or outside contractor of The Data Exchange Partner may receive the Data Layers for processing and data digitizing, but may not take ownership or distribute the Data Layers. The Data Layers will be returned to The Data Exchange Partner if contract is not renewed or if services are terminated. The contracted agent must sign the Data Exchange Agreement as a Secondary Data Exchange Partner and will be bound by all of the terms and conditions of the Data Exchange Agreement.
13. It is the responsibility of The Primary Data Exchange Partner to maintain the Data Layers and keep track of their location and usage.
14. The Data Exchange Partner agrees to utilize the Data Layers solely in support of the project as defined in the GIS Data Exchange Agreement.
15. One year after this agreement has been signed and data delivered to the Data Exchange Partner, a status report and/or digital data shall be submitted to Allegheny County. Without a written status report and/or data submission, no additional data shall be delivered to the Data Exchange Partner. The Exchange Partner shall continue to adhere to all other provisions of this agreement.

Miscellaneous:

16. In signing this agreement, The Data Exchange Partner agrees to allocate resources to complete the obligations specified above and submit them to the Allegheny County Division of Computer Services.
17. This agreement constitutes the complete and exclusive agreement between Allegheny County and the Data Exchange Partner relating to Digital Data Layers. This agreement supersedes all prior and contemporaneous representations, correspondence, proposals or agreements relating to the Digital Data Layers, whether oral or written. This agreement may be modified only by a written amendment signed by both Allegheny County and the Data Exchange Partner. If any provision is determined to be invalid or unenforceable, the remaining provisions of this agreement shall continue to be valid and enforceable. Neither this agreement nor any of the rights granted by it may be assigned or transferred by the Exchange Partner without the prior written consent of Allegheny County. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law as well as by contract, merger or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

**I. ORGANIZATION INFORMATION – Primary Data Exchange Partner:**

Name of Requesting Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

**II. PROJECT DESCRIPTION**

Describe the nature, scope, and time frame of the GIS project(s) for which the data is to be used:

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**III. BENEFIT TO ALLEGHENY COUNTY**

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**IV. PROJECT FUNDING**

Detail the current funding that you may have for any GIS projects. This is for informational use only.

Funding Source (grant, private contract) \_\_\_\_\_

Date Funding Awarded: \_\_\_\_\_

Date Funding Expires: \_\_\_\_\_

**V. GEOGRAPHIC AREA**

Identify the Geographic Area for which data is being requested (municipality(ies), watershed, COG, etc.)

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**VI. ADDITIONAL COMMENTS**

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**VII. SIGNATURES:**

**In Witness Whereof**, the parties have duly executed this Agreement on date signed below:

**Signatures of Receiving Party/ Primary Data Exchange Partner:**

_____ Name	_____ Name
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

**Signatures of Allegheny County Division of Computer Services:**

_____ CIO/Deputy CIO	_____ GIS Manager
_____ Date	_____ Date

**Approved As To Form:**

\_\_\_\_\_  
Assistant County Solicitor

\_\_\_\_\_  
Date

**VIII. SECONDARY DATA EXCHANGE PARTNER**

**This page must be completed if there is a Secondary Data Exchange Partner. If no Secondary Data Exchange Partner exists, please indicate with signatory initials here.**

**Initials:** \_\_\_\_\_

**Secondary Partner Organization Information**

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

Please describe the relationship between the Primary Exchange Partner and the Secondary Partner.

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

In signing this Agreement, the Secondary Partner agrees to abide by all of the terms and conditions outlined in the Data Exchange Agreement between Allegheny County and the Primary Data Exchange Partner.

**Signature of Secondary  
Data Exchange Partner:**

**Signature of Primary  
Data Exchange Partner:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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Title

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Title

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Date

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Date