

**INTERGOVERNMENTAL DATA SHARING AGREEMENT FOR MACOMB
COUNTY DIGITAL GEOGRAPHIC DATA SETS**

Revised May 2002

This agreement is entered on _____, between the County of Macomb, Michigan and the Municipality of _____.

Macomb County has produced and copyrighted Licensed Data Sets of original digital geographic data. They are licensed for use, not sold. The **County** 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.

Under this agreement the **Municipality** agrees not to resell, redistribute or sub-license Macomb County's digital geographic data in digital form. Freedom of Information Act requests for digital geographic data must be redirected to the **County**.

Under this agreement the **Municipality** may reproduce and redistribute hardcopy output of Macomb County's digital geographic data in paper or other non-digital media.

Under this agreement the **Municipality** may redistribute a portion or all of Macomb County'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 sets must be returned to the **Municipality** upon completion of the **Consultant's** work.

The **Municipality** agrees to assign a staff person to be a Contact Person who shall provide data on parcel splits/combines, new subdivision plats, condominiums, addressing information and other material that is necessary to maintain the County's parcel database.

The burden for determining 'fitness for use' rests with the **Municipality**. The **County** 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 **County**, its employees, agents and representatives from any and all claims, damage, liabilities and expenses arising from the **Municipality's** use of the County's digital geographic data.

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

MUNICIPALITY: _____ DATE: _____
OFFICIAL REPRESENTATIVE: _____ TITLE: _____
CONTACT PERSON: _____
Email: _____
Phone: _____
Fax: _____
Mailing Address: _____

Do not write below this line
DATASETS UNDER LICENSE _____