



County of Berks GIS Data Sharing Agreement and Terms:

The County of Berks seeks to lay the foundation from which it will make GIS data available to governmental units, educational institutions and non profits engaged in cooperative projects with the County. This will be achieved through the formation of this GIS (Geographic Information Systems) Data Sharing Agreement. The County realizes the importance of sharing digital information for the advancement of public programs and projects and this agreement provides the basis for sharing and distributing digital data amongst the agreeing parties, as described in the agreement's outlined terms of use.

The County of Berks develops, maintains, and uses GIS data to support a variety of internal functions and public services. There are a variety of departments that maintain and develop GIS information. The following terms and conditions apply to **ALL** forms of Berks County geospatial data and hard copy GIS and mapping products that Berks County departments create and maintain.

Eligible Data Sharing Members:

The following entities may benefit from this sharing agreement.

- Any governmental entity (municipality, school district, etc.) within the County of Berks
- Any municipal authority within the County of Berks
- Any political subdivision or agency of or within the Commonwealth of Pennsylvania
- Any agency of the United States federal government
- Any educational institution or student participating in a class project or internship
- Any non profit engaged in a cooperative project with the County of Berks

Sharing Terms of Use:

1. Sharing Members may only use shared data to promote clearly definable, publicly supported objectives and functions.
2. Sharing Members may not use shared data in any way that misrepresents the integrity, quality, or accuracy of the shared data, as stated by the County in the outlined terms of this agreement.
3. Sharing Members are not authorized, for commercial purposes to: copy, redistribute, resell, transfer, lease, provide in whole or part to any other person or entity any shared data or related products. Only the County has the authority to distribute and sell County owned digital data.
4. Sharing Members are required to protect the shared data from unauthorized use by employees or associates of the Sharing Member, or by others not associated with this agreement. No employees or associates of the Sharing Member may use shared data for personal or private gain.

General Terms of Use:

1. This geospatial data and other related material was created or compiled by the County of Berks with the intent of using the data for county government related activities, and not necessarily with the intent of use of the data recipient in mind. Data is provided on an "**AS IS**"

basis. **BERKS COUNTY DOES NOT ASSUME ANY LIABILITY FOR DAMAGES CAUSED BY THE USE OF THIS INFORMATION.**

2. All County of Berks geospatial data and related material shall remain the property of the County. The County of Berks shall retain all rights commensurate with ownership.

3. Anyone incorporating any County of Berks geospatial data into their product must place a statement citing the original source in a conspicuous location on the face of any derived documents, maps or other products:

Information is based on geospatial data from the County of Berks.

4. Users are advised to use the data appropriately. The geospatial data and that the County of Berks distributes and to which it provides access may not be suitable for all purposes or uses. Users should be aware that the primary sources, from which this geospatial information has been derived, should be consulted to verify the information. The information is derived from a number of resources, is not of survey grade quality, and its accuracy varies. It is the users responsibility to verify any information derived from the geospatial data before making any decisions or taking any actions based on the information.

5. Some geospatial data and other related materials, including derived maps, are intended for property tax assessment purposes only. The geospatial information is based upon recorded deeds, plans, and other public sources. These primary sources should be consulted to verify the information. Due to conflicts, errors, and omissions in the primary sources, the information and other mapping products should be considered to be a representation of the editor's judgment, based upon the available evidence. The geospatial data and related materials are not legal evidence of size, shape, location, or ownership of real estate, roads, or municipal boundaries.

6. Limitations of Liabilities:

IN NO EVENT WILL THE COUNTY OF BERKS, ITS STAFF, OR ITS ELECTED OFFICIALS BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING LOSS OF PROFIT, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE DATA.

7. Warranties:

THE COUNTY OF BERKS ASSUMES NO LIABILITY ARISING FROM USE OF THIS GEOSPATIAL DATA OR OTHER MAPPING PRODUCTS. THE GEOSPATIAL DATA AND OTHER MAPPING PRODUCTS ARE PROVIDED "**AS IS**" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THIS INCLUDES, BUT IS NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Term of the Agreement

The agreement will become effective between the County of Berks and the Data Sharing member once signed by both parties and remains in force until either party gives 30 days written notice of its intention to terminate the agreement pursuant to paragraph 9.

9. Termination

The County or political body participating in this agreement shall have the right , at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to the other party. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Such notices shall be effective if delivered by hand, or sent by

registered or certified mail, by verified facsimile, or by confirmed courier to the address each party has indicated.

County of Berks:
Attn; Brad Shirey, GIS Manager
633 Court Street, 12th Floor
Reading, PA 19601

I hereby affirm that I have read and agree to the terms and conditions set forth above.

Sharing Member

County of Berks

Agency/Employer/Jurisdiction

Printed Name of Official

Printed Name of Official

Signature of Official

Signature of Official

Date

Address

Phone

Email Address

Date