
APPENDIX A: DATA USE AGREEMENTS

Contents

A-1. Terms of Agreement for use of NJDEP GIS data

A-2. Spatial Data Distribution Agreement for use of Hunterdon County GIS Data

A-3. Cautions and Restrictions on Use of Natural Heritage Data

A-1. Terms of Agreement for use of NJDEP GIS data

(Required by NJDEP Office of Information Management, Bureau of Geographic Information and Analysis.)

1. Digital data received from the NJDEP are to be used solely for internal purposes in the conduct of daily affairs.
2. The data are provided, as is, without warranty of any kind and the user is responsible for understanding the accuracy limitations of all digital data layers provided herein, as documented in the accompanying Data Dictionary and Readme files. Any reproduction or manipulation of the above data must ensure that the coordinate reference system remains intact.
3. Digital data received from the NJDEP may not be reproduced or redistributed for use by anyone without first obtaining written permission from the NJDEP. This clause is not intended to restrict distribution of printed mapped information produced from the digital data.
4. Any maps, publications, reports, or other documents produced as a result of this project that utilize NJDEP digital data will credit the NJDEP Geographic Information System (GIS) as the source of the data with the following credit/disclaimer:

This (map/publication/report) was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.

5. Users shall require any independent contractor, hired to undertake work that will utilize digital data obtained from the NJDEP, to agree not to use, reproduce, or redistribute NJDEP GIS data for any purpose other than the specified contractual work. All copies of NJDEP GIS data utilized by an independent contractor will be required to be returned to the original user at the close of such contractual work. Users hereby agree to abide by the use and reproduction conditions specified above and agree to hold any independent contractor to the same terms. By using data provided herein, the user acknowledges that terms and conditions have been read and that the user is bound by these criteria.

A-2. Spatial Data Distribution Agreement for use of Hunterdon County GIS Data

(Required by County of Hunterdon Division of Geographic Information Systems.)

- Digital data received from the County of Hunterdon is to be used solely for internal purposes in the conduct of daily affairs.
- The data is provided, as is, without warranty of any kind and the user is responsible for understanding the accuracy limitations of all digital data layers provided herein, as documented in the accompanying Data Dictionary and readme files. Any reproduction or manipulation of the above data must ensure that the coordinate reference system remain intact.
- Digital data received from the County of Hunterdon may not be reproduced or redistributed for use by anyone, without first obtaining written permission from the County of Hunterdon. This clause is not intended to restrict the distribution of printed mapped information produced from the digital data.
- Any sale distribution is prohibited without prior approval from the County of Hunterdon.
- Users agree to hold the County of Hunterdon, New Jersey and all their employees, and agents harmless from any claim, suit, or proceeding arising out of the use of the data in accordance with this agreement, including indemnification of the County of Hunterdon and the State of New Jersey for reasonable expenses incurred in defending such claims.
- The reproduction of any hard copy products, as provided by the County of Hunterdon, with the intent to sell for a profit is prohibited without the written consent from the County of Hunterdon.
- Any maps, publications, reports, or other documents produced as a result of this project which utilize Hunterdon County digital data will credit the County's Geographic Information System as the source of the data with the following credit/disclaimer:

"This (map/publication/report) was developed using Hunterdon County, New Jersey, Geographic Information System digital data, but this secondary product has not been verified by Hunterdon County and is not county-authorized."

- Users shall require any independent contractor, hired to undertake work which will utilize digital data obtained from the County of Hunterdon, to agree not to use, reproduce, or redistribute Hunterdon County GIS digital data for any purpose other than the specified contractual work. All copies of Hunterdon County GIS digital data utilized by an independent contractor will be required to be returned to the original user at the close of such contractual work.
- Users hereby agree to abide by the use and reproduction conditions specified above and agree to hold any independent contractor to the same terms. By using data provided herein, the user acknowledges the terms and conditions have been read and that the user is bound by these criteria.