



**Data Sharing Agreement**  
**Regarding data provided/received from the**  
**County of Northumberland**

Between the

**The County of Northumberland**

And

\_\_\_\_\_ (User)  
(please print)

**WHEREAS** the County of Northumberland will transfer to the User a copy of the requested digital information within the specified study area. Hereinafter referred to as the “Digital Information” as outlined in Schedule A to this agreement;

**AND WHEREAS** the User agrees to use the information for their own internal use, subject to the terms and conditions hereinafter set forth:

- 1) The User acknowledges that the Digital Information, which has been licenced to or prepared and/or published by the County of Northumberland, is protected under the Copyright Act. The User may make a copy of the Digital Information for the purpose of backup only, not to be used except in the event that the primary copy is damaged, destroyed, or lost. The User shall not alter or otherwise duplicate or distribute the Digital Information in the whole or in part, in any form or format whatsoever without the prior written permission of the County of Northumberland;
- 2) The User shall not lend, sell, transfer or license the Digital Information or otherwise assign any rights under this Agreement to any third party without the prior written permission of the County of Northumberland;
- 3) Other than the backup copy, if the User wishes to make any other copies of the Digital Information for internal use or for use in another project outside the scope of this agreement, authorization in writing for such secondary copies must be obtained from the County of Northumberland prior to any copies being made;
- 4) The User hereby releases, indemnifies and holds harmless the County of Northumberland, their officers, servants and agents against all claims, demands, actions, losses, damages and costs arising from or attributable to the provision of, or use of, the Digital Information.
- 5) The User agrees that the Digital Information that is made available for use by the County of Northumberland is provided as such on an “as is” basis without any other warranties, representations or conditions of merchantable quality, fitness for a particular purpose, or those arising by law or by statute. The entire risk as to the results and performance of the Digital Information is assumed by the User accepting the Digital Information, including without limitation, the risk as to whether or not the Digital Information contains errors, omissions and/or other problems that could cause system failures;
- 6) The User shall preserve and protect the rights of the County of Northumberland with respect to use of the Digital Information and shall be fully responsible to the County of Northumberland for acts and omissions of the Users subcontractors and persons directly or indirectly employed by the User.
- 7) The User shall adhere to the terms and conditions set out in Schedule B, pertaining to the use of SCOOP2018 aerial imagery.

- 8) The User agrees to provide the County of Northumberland with an ESRI format GIS layer containing the as-built alignment of all newly installed utility infrastructure in UTM NAD83 Zone 17 coordinates no later than six (6) months after the installation of the utility infrastructure is completed.
- 9) The Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, Canada.
- 10) At the conclusion of the project or on \_\_\_\_\_, whichever comes first all copies of all data and information (including digital and hard copies) will be destroyed by the User or returned to the County of Northumberland. The User will not retain copies of the provided Digital Information.

This agreement will be in force in perpetuity or until the County of Northumberland agrees that it is terminated.

Project Name: \_\_\_\_\_  
(Project)

Anticipated Conclusion Date: \_\_\_\_\_

Digital Information Requested: \_\_\_\_\_

<p><b><u>User (signature)</u></b></p> <p>Name _____</p> <p><i>I am authorized to bind the Corporation</i></p> <p>Signature _____</p> <p>Title _____</p> <p>Date _____</p>	<p><b><u>County of Northumberland</u></b></p> <p>Signature _____</p> <p>Date _____</p> <p>Title _____</p>
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**The County of Northumberland Data Sharing Agreement**  
**Schedule A**

The following Dataset will be included in this Data Sharing Agreement between the The County of Northumberland and \_\_\_\_\_ for the \_\_\_\_\_ project.

Data:

**The County of Northumberland Data Sharing Agreement**  
**Schedule B**

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