

CONTRACTOR DATA SHARING SERVICES
ACKNOWLEDGMENT AGREEMENT

RECITALS

- A. WHEREAS, _____ (“Public Body”), utilizes Oakland County, Michigan (“County”) owned GIS Data and/or Access Oakland Products (referred to individually or collectively as “Data Sharing Services”) pursuant to an agreement with the County; and
- B. WHEREAS, Public Body has requested and authorized County to provide Data Sharing Services to _____ (“Contractor”), identified below, in order for Contractor to fulfill its contractual obligations to Public Body.
- C. WHEREAS, County is willing to provide Data Sharing Services to Contractor, subject to the following terms and conditions.

NOW, THEREFORE, the Contractor acknowledges and agrees to the following:

AGREEMENT

1. **Service Provided by County:** County will provide Data Sharing Services to Contractor without cost to Contractor during the duration of this Agreement, subject to any other terms or conditions in this Agreement.
2. **Contractor’s Obligations:** Contractor agrees that, when accessing or using the Data Sharing Services, Contractor shall:
 - 2.1 Use the Data Sharing Services solely to fulfill its contractual obligations to the Public Body. Contractor shall refrain from using the Data Sharing Services for any purpose except those authorized by Public Body in relation to the performance of its official duties;
 - 2.2 Not copy, reuse, republish or otherwise distribute the Data Sharing Services or any modified or altered versions of it, whether over the Internet or otherwise, and whether or not for payment, without the express written permission of County;
 - 2.3 Be bound by and comply with all terms and conditions in the “Agreement for I.T. Services Between Oakland County and Public Body,” except as otherwise stated in this Agreement. For the purposes of this Agreement only, “Exhibit XII (DATA SHARING)” is the only exhibit to the “Agreement for I.T. Services Between Oakland County and Public Body” that Contractor is bound by and required to comply with. The “Agreement for I.T. Services Between Oakland County and Public Body” and “Exhibit XII (DATA SHARING)” are attached and incorporated into this Agreement as Exhibit A;
 - 2.4 Cease using and return to County any and all Data Sharing Services or copies thereof, regardless of their form or method of storage, upon the earliest of any one of the following events: (1) completion or termination of Contractor’s consulting, contracting or

subcontracting relationship with Public Body; (2) the completion of Contractor's assigned tasks or duties for Public Body that involved the Data Sharing Services; (3) Exhibit XII (DATA SHARING) of the I.T. Services Agreement between County and Public Body is terminated; or (4) upon termination of this Agreement for any reason.

3. **Indemnification:** Contractor shall indemnify, defend, and hold harmless County from all Claims, incurred by or asserted against County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor.
4. **Term:** This Agreement shall be effective when executed by all Parties, and shall remain in effect until the earliest of any one of the following events: (1) Contractor completes or terminates its consulting, contracting or subcontracting relationship with Public Body; (2) Exhibit XII (DATA SHARING) of the I.T. Services Agreement between County and Public Body is terminated; (3) five (5) years after the date this Agreement is completely executed by all of the Parties; or (4) otherwise terminated as set forth in this Agreement.
5. **Termination:**
 - 5.1 **By County:** County may terminate this Agreement immediately and without advance notice for any reason, including convenience. Notice to Contractor terminating this Agreement by County shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail, postage prepaid, and addressed to the person and address listed below. Contractor may change the person and/or address that notice shall be given to by providing the name of the new person and/or address to the County in writing.
 - 5.2 **By Contractor:** Contractor may terminate this Agreement at any time and for any reason, including convenience, upon sending written notice to County. The effective date of termination shall be seven business days after sending the notice, or a later date if clearly stated in the written notice.
6. **Conflict:** If there are any conflicts or discrepancies between this Agreement and the "Agreement for I.T. Services Between Oakland County and Public Body" or "Exhibit XII (DATA SHARING)," the provisions in this Agreement prevail and control.

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The Contractor has taken all actions and secured all approvals necessary to authorize and complete this Agreement. The person signing this Agreement on behalf of Contractor has the legal authority to sign this Agreement and bind the Contractor to the terms and conditions contained herein.

FOR _____ (CONTRACTOR):

(Signature of Contractor's Authorized Representative)

(Printed name)

(Title)

(Address)

(Address continued)

(Date)