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COMMERCIAL

LICENSE AGREEMENT

For Use Of

City of Baltimore Geographic Information System Data

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This Agreement is made this _____ day of _____, 2020 by and between the Mayor and City Council of Baltimore a municipal corporation of the State of Maryland ("City"), acting by and through the Mayor's Office of Information Technology, hereinafter called the "Licensor" and _____ hereinafter called the "Licensee".

WHEREAS, Licensor has expended considerable resources in the development of the Baltimore geographic information system data files ("GIS DATA") including all additions and enhancements, and

WHEREAS, Licensee has requested a license to use certain GIS DATA in conjunction with research and/or work the Licensee is performing, and

WHEREAS, Licensor desires to grant a non-exclusive license of GIS DATA to Licensee.

NOW THEREFORE, in consideration of payment by Licensee to Licensor of the fee described in Schedule 2, Licensor grants and Licensee accepts a personal, non-transferable and non-exclusive right to use certain GIS DATA on the terms and conditions set forth below:

Article I: Terms and Definitions

GIS – Geographic Information System.
GIS Data – Geographic information system data files, including additions and enhancements, owned and managed by the City of Baltimore.

Article II: GIS Data Transfer

Licensor shall furnish to Licensee, in digital format, only specific portions of the GIS DATA as described on the GIS DATA Request Form, which is attached hereto and incorporated herein as Schedule 1.

Article III: Term

This Agreement shall commence on the date set forth above, and shall terminate at the expiration of one (1) year ("Term") unless terminated sooner due to the completion of the work by Licensee or pursuant to Article VII.

Article IV: Fee

Licensee shall pay a fee as a condition precedent for the use of the GIS DATA ("Licensee Fee"), payable in full upon execution of this Agreement. The License Fee is itemized and set forth on the Fee Schedule, which is attached hereto and incorporated herein as Schedule 2.

Article V: Use of GIS DATA

1. Permitted Use

Licensee understands and agrees that GIS DATA is solely owned and managed by Licensor, and is licensed hereby for internal use of Licensee, to be used solely for the purposes set forth in Schedule 1.

Licensee may copy GIS DATA to be used on computers or other devices within its organization as long as this Agreement is in effect. Upon termination of this Agreement, for any reason, Licensee shall remove all copies of GIS DATA, or its component parts and enhancements, from its computers or other devices, and shall return such to Licensor.

All geographic information defined, described, digitized or otherwise created in conjunction with this geographic base map, becomes a shared dataset with the City of Baltimore and should be delivered to the Licensor without delay and within the term of this agreement.

2. Prohibited Use

Except as set forth in Article V.1., Licensee shall not reproduce, reformat, transfer, sell, loan, lease, assign, publish on the Internet or otherwise make available GIS DATA, in whole or in part, to any person or entity outside Licensee's agency/company without obtaining the prior written consent of Licensor.

Any use of GIS DATA not strictly in accordance with the terms of this Agreement shall constitute an immediate event of default which shall entitle Licensor to terminate this Agreement and seek any and all remedies available at law or in equity against Licensee, including but not limited to injunctive relief to enforce the provisions hereof.

Article VI: Indemnification

Licensee shall indemnify, save, defend and hold harmless the Mayor and City Council of Baltimore, its officers, agents, employees and contractors against any claims, liabilities or expenses, including reasonable attorney's fees, arising as a result of any direct or indirect action or omission of Licensee or Licensee's agents, employees or contractors, in connection with Licensee's use of the GIS DATA or with any other aspect relating to the performance of this Agreement.

Article VII: Termination

If Licensor determines that Licensee has failed to fulfill in a satisfactory manner its obligations under this Agreement, or has violated any of the provisions or terms of this Agreement, Licensor shall thereupon have the right to terminate this Agreement immediately upon written notice to Licensee of such termination, and seek remedies outlined in Article V.2.

Licensor shall have the right to terminate this Agreement at any time, for any reason, upon five (5) days written notice to that effect to Licensee.

Upon termination of this Agreement for any reason, Licensee shall within ten (10) days return to Licensor all GIS DATA and enhancements, as outlined in Article V.1.

Article VIII: Protection from Theft or Misuse

Licensee agrees to protect the GIS DATA from theft or misuse. If theft or misuse of the GIS DATA becomes evident, Licensee shall notify Licensor immediately.

Article IX: Employee Notification

Licensee is responsible for informing each of its agents, employees, servants and contractors who works with or uses the GIS DATA of the requirements of this Agreement. Such notification shall in no way relieve Licensee from liability for Indemnification as set forth in Article VI.

Article X: Disclaimer of Warranties

LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE ACCURACY OF INFORMATION CONTAINED IN THE GIS DATA OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE WHATSOEVER. THE GIS DATA IS LICENSED "AS IS," AND LICENSOR SHALL NOT BE LIABLE FOR ITS USE OR MISUSE BY ANY PARTY.

LICENSEE ACKNOWLEDGES THAT GIS DATA MAY NOT BE ACCURATE, COMPLETE OR CURRENT, AND IS SUBJECT TO CHANGE; AND THAT LICENSOR IS UNDER NO OBLIGATION TO PROVIDE UPDATES.

Article XI: No Assignments

The Licensee shall not assign this Agreement except in writing and with the prior written approval of the Licensor, which approval shall be subject to such conditions and provisions as the Licensor may deem necessary.

This Agreement shall be incorporated by reference into any assignment and any assignees shall comply with all of the provisions of this Agreement.

Article XII: Notice

Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore or mailed, postage prepaid, to the other party by certified mail, return receipt requested, to the parties at the following addresses:

FOR THE LICENSOR:

Chief Information Officer

Mayor's Office of Information Technology

401 E. Fayette Street, 3rd Floor

Baltimore, Maryland 21202

and

MOIT/EGIS

City Hall, Room 632

100 N. Holliday Street

Baltimore, Maryland 21202

FOR THE LICENSEE:

To the person identified on Schedule 1

Article XIII: Severability

The parties agree that the provisions of this Agreement are severable and should any of the provisions be deemed invalid, then only that provision(s) shall fail, and the remainder of this Agreement shall remain in full force and effect.

Article XIV: Recitals

The Recitals are incorporated herein and made a part of this Agreement.

Article XV: Copies

This Agreement may be executed in any number of copies and each such copy shall be deemed an original.

Article XVI: Headings

The marginal headings or titles contained herein are merely for the convenience of the parties and shall have no effect upon the construction of this Agreement.

Article XVII: Modifications

Any and all modifications of the provisions of this Agreement must be approved by the Board of Estimates by means of an Agreement Amendment.

Article XVIII: Compliance With Law

The Licensor shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the services to be provided or performed under the terms of this Agreement.

Article XIX: Governing Law

This Agreement shall be governed by and construed under the laws of the State of Maryland.

Article XX: Complete Agreement

This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

<div align="center">**SIGNATURE PAGE**</div>

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed, sealed and delivered the day and year first above written.

LICENSOR

ATTEST/WITNESS: MAYOR AND CITY COUNCIL OF BALTIMORE

BY:_____   BY:_____(SEAL)

Name: _____   Jerome Mullen, Chief Information Officer

Title: _____   Mayor's Office of Information Technology

LICENSEE

ATTEST/WITNESS: LICENSEE REPRESENTATIVE

BY:_____   BY:_____(SEAL)

Name: _____   Name: _____

Title: _____   Title: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY:_____
    Assistant City Solicitor

SCHEDULE 1
COMMERCIAL
GIS DATA REQUEST FORM

I. Company Contract No. and Title _____

Project Manager _____**Telephone**_____

II. Purpose of Contract _____

III. Licensee Information

Company/Organization Name_____

Contact Name _____

Address _____

_____

City _____**State**_____**Zip Code** _____

Telephone _____

Fax _____

E-Mail _____

Person Authorized to Receive Official Notices:

Name _____

Title _____

Address _____

_____

City _____**State**_____**Zip Code** _____

Telephone_____

IV. Legal/Corporate/Tax Status of Licensee:

_____

V. Purpose for Use of GIS DATA:

_____
_____
_____
_____
_____

VI. GIS DATA Requested:

Please Include a Shapefile <u>Showing Only The Requested Project Area (Not Tiles)</u>

Utility Data: **Water** ☐ **Sewer** ☐ **Drains** ☐ **Conduit**

         Engineering Documents (availability may vary) ☐

Base Map Data: Can Be Obtained By Going To The Open Baltimore Data Catalog at:

https://data.baltimorecity.gov

SCHEDULE 2

FEE SCHEDULE

ITEMS OF GIS DATA TO BE TRANSFERRED: COST

1. _____ $_____
2. _____ $_____
3. _____ $_____
4. _____ $_____
5. _____ $_____
6. _____ $_____
7. _____ $_____
8. _____ $_____
9. _____ $_____
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20. _____ $_____
21. _____ $_____
22. _____ $_____
23. _____ $_____
24. _____ $_____
25. _____ $_____

_____

TOTAL LICENSE FEE $