THE COMMONWEALTH OF PENNSYLVANIA
MULTI-PARTY GEOSPATIAL DATA-SHARING AGREEMENT

This agreement ("Agreement") is entered into by and between the entities that have executed a Signature Page referencing this Agreement that is in the Form of attachment 1 (each being a "Participating Party" and collectively "Participating Parties"). The Participating Parties may individually be referred to herein as a "Party" collectively the "Parties".

Recitals

WHEREAS, each Participating Party has acquired, developed and maintains GIS Data and Geospatial Data;

WHEREAS, the Parties understand the importance of sharing GIS Data and Geospatial Data for the benefit of the public, especially in areas of economic development, public safety, and environmental management;

WHEREAS, it is understood by the Parties that most GIS and Geospatial Data created and maintained by the Parties is public and open data that should be accessible by each Party for its use and distribution to the public;

WHEREAS, the Parties desire to engage in cooperative sharing of such GIS Data and Geospatial Data amongst other Participating Parties; and

WHEREAS, this Agreement provides the basis for sharing and distributing GIS Data and Geospatial Data amongst the Parties and with the public.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. **Incorporation of Recitals**. The recitals above are hereby integrated into this Agreement as an operative and binding section of the Agreement.

2. **Definitions.**

> "**Data**" means Geospatial Data and GIS Data (both collectively and individually, in the form provided) that each Party desires to provide under this Agreement.

> "**Geospatial Data**" means the collective data that possesses a geographic or locational component including, but not limited to, geographic data in the form of coordinates, address, city, or ZIP code.

"**GIS Data**" means geographic information that is stored in layers and integrated with geographic software programs so that spatial information can be created, stored, manipulated, analyzed, and visualized.

The "**Objective**" is to benefit the public in general, including, but not limited to, areas of economic development, public safety, and environmental management.

"**Participating Party**" is each entity that has agreed to exchange Data under this Agreement and has executed a Signature Page in the Form of attachment 1.

3.   **Consideration.** The mutual performance of the Parties as described in this Agreement shall be good and valuable consideration, and no additional monetary exchange shall be necessary.

4.   **Data Exchange.** Subject to the terms and conditions of this Agreement, each Participating Party shall freely and openly exchange, with all other Participating Parties, Data (as defined in Section 1 of this Agreement) that is not confidential, sensitive, protected, or privileged (as such terms are defined and designated by the Party providing the Data). Without creating an affirmative obligation or waiving the Disclaimers in Section 8, each Party acknowledges that all Parties, as well as the public, shall receive the maximum benefit from this Agreement if each Party regularly updates the Data it exchanges hereunder to reflect the most current and accurate Data available to the Party.

5.   **Restrictions and Responsibilities**. The Parties agree to adhere to the following with respect to all Data exchanged under this Agreement:

(a)   The Data may not be used in any way that misrepresents the integrity, quality, or accuracy of the Data;

(b)   The Data shall be used and treated as public information, and the Parties receiving Data under this Agreement may not sell, license or otherwise commercialize unaggregated Data received from the other Parties; provided that this section shall not restrict a Party's ability to aggregate or incorporate the Data into its own materials, products and services, nor shall it restrict any use by the public;

(c)   Each Participating Party shall make reasonable efforts to ensure that the Data is maintained and used in compliance with applicable state and federal laws and regulations;

(d)   Each Participating Party is responsible for its own conduct under this Agreement, and retains all defenses, including immunities available under applicable state and federal law. Nothing in this Agreement shall be construed to limit or waive the sovereign immunity of any Participating Party;

(e)   Each Party shall be responsible for its own costs with respect to its participation in this Agreement; and

(f)   No Party shall disclose any information under this Agreement that it considers to be confidential, sensitive, protected, or privileged.

6.   **Distribution and Incorporation of Data.** Subject to the restrictions in this Agreement, each Participating Party may:

(a)   freely distribute the Data it receives under this Agreement to the public as it deems necessary in furtherance of the Objective; and

(b)   incorporate or aggregate the Data it receives under this Agreement into its materials, products or services.

7.   **Warranties**. Subject to this Agreement, the Parties represent and warrant that: (a) the Data has been accessed, processed, and disclosed in accordance with all applicable laws and policies; (b) it has the appropriate rights and permissions to share the Data under this Agreement; and (c) the Data, and the use thereof does not and shall not infringe any third party patents, copyrights, trademarks, trade names, service marks, or other intellectual property rights.

8.   **Disclaimer.**   EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL DATA AND DATA ACCESS IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. NO PARTY WARRANTS THAT THE DATA WILL BE ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL PARTIES HEREBY DISCLAIM ALL IMPLIED AND EXPRESS WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM THE COURSE OF DEALING, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, TERMS AS TO QUALITY, MERCHANTABILITY, AND FITNESS FOR PURPOSE.

9.   **Term and Termination.** This Agreement will become effective with respect to each Participating Party upon that Party's execution of a signature page. This Agreement shall remain in full force and effect with respect to each Party until terminated by such Party. Any Party may terminate its participation in this Agreement, at any time, upon written notice to all other Participating Parties pursuant to Section 12 below. A Party's termination shall in no way affect any others Party's right to use of the Data that was provided under this Agreement prior to the termination Date.

10.   **Governing Law**. This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. The courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Agreement and the resolution thereof.

11.   **No Third-Party Beneficiary.** This Agreement shall not and is not intended to benefit or to grant any right or remedy to any person or entity that is not a Party to this document.

12.   **Notices.** All notices, certificates, acknowledgments, or other communications shall be in writing and be deemed received and properly delivered if duly mailed by certified or registered mail to each Participating Party at the address provided in the Signature Page signed by the Party (as list of which shall be maintained by the Pennsylvania Office of Administration).

13.   **Headings.** The headings preceding the paragraphs of this Agreement have been inserted only for convenience and shall not modify, restrict, or be used to interpret, and shall not have any effect on the understanding, interpretation, or application of any provision in this Agreement.

14.   **Jointly Drafted**. This Agreement shall be deemed to have been drafted by all the Parties and, in the event of a dispute, shall not be construed against any Party.

15.   **Valid Agreement**. The Parties represent and warrant that this Agreement, when duly executed and delivered, will constitute the legal, valid, and binding obligation of each Party, enforceable by each Party against the other Parties, either jointly or individually, and subject to all provisions of law. Except as specifically stated herein, this Agreement does not and shall not be construed to create any other rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

16.   **Modifications.** No amendments or changes shall be made to the terms and conditions of this Agreement without written agreement by all Participating Parties. The addition or deletion of a Party to this Agreement does not constitute an amendment or change to this Agreement.

17.   **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between representatives who have authority to settle the controversy. The Parties intend that all disputes arising under this Agreement be resolved expeditiously. If a dispute cannot be resolved after a good faith attempt, the dispute shall be adjudicated in accordance with Section 10 of this Agreement.

Notwithstanding the foregoing, a Party may be relieved of its obligation to participate in the Dispute Resolution Process and seek equitable relief or adjudicate the dispute in accordance with Sections 10 if such Party believes that the other Party's acts or omissions create an immediate threat to the confidentiality, privacy or security of the Data or will cause irreparable harm to the Party.

18.   **Signatures.** This Agreement may be executed in any number of counterparts. The executed copies will together form a single Agreement. Additional Parties may be added to the Agreement by their complete execution of attachment 1 to this Agreement and delivery of that executed attachment 1 to the Commonwealth of Pennsylvania, Governor's Office of Administration, at RA-PAGEOCOORDBOARD@pa.gov.