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Data Distribution Agreement between
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ENERGY
OFFICE OF INFORMATION RESOURCES MANAGEMENT, and
The PINELANDS COMMISSION

I. Description of Data to be Provided

Upon written consent to the following conditions and restrictions, the NJDEPE Office of Information Resources Management, Bureau of Geographic Information and Analysis will provide the following digital data layers, as requested, to The Pinelands Commission, for the Pinelands area.

SUBJECT DATA LAYERS:

- | | |
|---------------------------------|-------------------------|
| Basins | Hydro |
| Cafra | Intakes |
| Cedar | Natreg |
| Climatemun | Pineland |
| Coast | Stateco |
| Freshwater Wetlands | Statemun |
| GeolAtlas | SWL |
| Geonames | WSMA |
| Hazwaste | Quarterquads |
| HOT | Pinelands Waiver |
| Openspace | Pinelands Mgmt (Cahill) |
| ITU | Camden Database |
| Hydropt | |
| Colonial Nesting Birds | |
| Point Sources | |
| Surface Water Quality (C-1,F-1) | |
| Waterfowl Staging Areas | |

DEPE makes no representations of any kind, including but not limited to the warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied, with respect to the digital data layers furnished hereunder. DEPE assumes no responsibility to maintain them in any manner or form.

I have the authority to legally obligate the NJDEPE Office of Information Resources Management to the terms of this agreement.

SIGNED Henry J. Davis DATE 1/26/94
TITLE Assistant Director
NJDEPE Office of Information Resources Management

II. Terms of Agreement

1. Digital data received from the NJDEPE Office of Information Resources Management is to be used solely by The Pinelands Commission, its employees, agents, and independent contractors for any purposes normally performed in the conduct of The Pinelands Commission's daily affairs.
2. The Pinelands Commission is responsible for understanding the accuracy limitations of the above listed digital data layers, as documented in the accompanying Data Dictionary, and will use the information accordingly. Any reproduction or manipulation of the above data, for use by the Pinelands Commission, must ensure that the coordinate reference system remains intact.
3. Digital data received from the NJDEPE Office of Information Management Resources not be reproduced or redistributed for use by anyone outside of the Pinelands Commission, without first obtaining written permission from the NJDEPE Office of Information Management Resources. This clause is not intended to restrict the 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 which utilize NJDEPE digital data will credit the NJDEPE's Geographic Information System as the source of the data with the following credit/disclaimer:

"This (map/publication/report) was developed, in part, using New Jersey Department of Environmental Protection and Energy Geographic Information System digital data, in conjunction with the Pinelands Commission's work, but this secondary product has not been verified by NJDEPE and is not state-authorized."
5. As consideration for the data being provided through this agreement, the Pinelands Commission hereby agrees to enter into a cooperative, on-going relationship with the NJDEPE, to facilitate data sharing and/or the provision of in-kind services between the two agencies whenever feasible. The Pinelands Commission agrees to make available to the NJDEPE any and all updated, checked or improved versions of the subject data layers, and all new data layers created using the subject data layers as reference. Also, The Pinelands Commission agrees to make available to NJDEPE any mapped or digital data that it has developed which would benefit NJDEPE. ~~In the event of breach of this condition, The Pinelands Commission will owe NJDEPE liquidated damages in the amount of the fair market value of the subject data layers.~~
6. The Pinelands Commission will require any independent contractor, hired to undertake work which will utilize digital data obtained from the NJDEPE Office of Information Management Resources, to agree formally in writing, not to use, reproduce, or redistribute NJDEPE GIS data for any purpose.

other than the specified contractual work. A copy of this agreement will be submitted to the NJDEPE Office of Information Management Resources. All copies of NJDEPE GIS data utilized by an independent contractor will be required to be returned to the Pinelands Commission at the close of such contractual work.

The Pinelands Commission agrees to abide by the use and reproduction conditions specified above and agrees to hold any independent contractor to the same terms. The Pinelands Commission understands that the rationale for these conditions is to prevent corruption and/or misuse of NJDEPE GIS digital data. The Pinelands Commission agrees to follow at a minimum and have the contractor's follow NJDEPE's digital mapping standards in the development of new data to assure quality geographic data appropriate for use on a Geographic Information System.

I have the authority to legally obligate the Pinelands Commission to the terms of this agreement.

SIGNED

Terrence D. Bone

DATE

1/21/94

TITLE

Executive Director
The Pinelands Commission

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