

**Data Agreement Form  
James River Water Quality Improvement Program**

**Instructions**

Send completed form below to Emily Mills ([emills@chesapeakeconservancy.org](mailto:emills@chesapeakeconservancy.org)) and copy VEE ([jrwqip@vee.org](mailto:jrwqip@vee.org)), specifying which layers within the Restoration Planner you would like access to. Please also specify if you would only like data coverage for certain geographies (e.g. specific county or Lower, Middle, or Upper James).

This Data Agreement is made by Chesapeake Conservancy's Conservation Innovation Center (CIC), Virginia Environmental Endowment (VEE), and the user of the spatial data, hereinafter called the "User." The following Terms and Conditions of this agreement shall be applicable to all GIS data products provided to the User by CIC and shall govern the use of all GIS products.

**Terms and Conditions**

1. The license hereby granted to the User authorizes use of provided GIS data only for the purposes of making personal, internal use of the licensed data as follows:
  - a. The User may load and display GIS data on internal systems and use GIS data in its unaltered form and for analysis.
  - b. The GIS data will not be reformatted or copied for distribution to any person, firm, corporation, association or entity without express permission from both VEE and CIC.
2. VEE and CIC hereby disclaim all liability or responsibility for any damage, injury, loss, claim, or lawsuit arising from any error, inaccuracy, or other problem with the data. The User hereby releases VEE and CIC from all liability, damage, claims, injuries, or suits arising from any such error, inaccuracy or problem.
3. VEE and CIC make 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 data.
  - a. Although every effort has been made to ensure the accuracy of information, errors may be reflected in data supplied. The User must be aware of data conditions and bear responsibility for the appropriate use of the information with respect to possible errors, original map scale, collection methodology, currency of data, and other conditions.
  - b. Results should be ground-truthed using local knowledge through stakeholder and landowner participation, as the data is not intended to provide site-specific engineering/project design.
4. Credit should always be given to the data source when this data is transferred, altered, or used for analysis.

I (we) agree to the above terms and conditions, and I am authorized by my employer or company to agree to the terms and conditions.

Printed Full Name \_\_\_\_\_

Organization/Company \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_