

MEMORANDUM OF UNDERSTANDING

By and Between the Village of Barrington and Other Entities Using
the Village of Barrington Geographic Information System (VOBGIS)

This Memorandum of Understanding (hereinafter "AGREEMENT") is established between the Village of Barrington and

_____,
(Specify complete name of entity)

a consultant, individual or other entity (hereinafter "USER"), for the purpose of sharing digital map information contained in the Village of Barrington Geographic Information System.

This AGREEMENT applies to the distribution of the Village of Barrington Geographic Information System data (hereinafter "INFORMATION"), and it will remain in effect as long as both parties deem the sharing of digital map information to be beneficial, without further written agreements.

THE VILLAGE OF BARRINGTON and USER agree to exchange digital map information subject to the following terms of understanding:

1. USER will use the INFORMATION only for and in connection with THE VILLAGE OF BARRINGTON official governmental purposes.
2. INFORMATION is provided on an as-is basis, with no guarantee of accuracy, completeness or currency.
3. INFORMATION provided shall not be used as a base for engineering design, or as a substitute for on-site survey for regulatory functions.
4. INFORMATION received by USER from THE VILLAGE OF BARRINGTON shall not be sold, given or distributed in digital form or any other form to any other person or entity.
5. USER may not alter, in any manner, the data provided in the INFORMATION.
6. USER shall not generate or distribute any map or data product that has the primary purpose of describing an entity other than itself.
7. Citations shall be included on any map or data product generated by USER that acknowledge the data/information sources, i.e., Village of Barrington Geographic Information System, and Cook and Lake counties, and the date of file data, and the disclaimer as stated in ATTACHMENT 1, and that acknowledge any other source of data, as required, according to that entity's citation requirements.
8. USER hereby guarantees that all sub-contractors to or for the USER will adhere to these requirements.
9. This Memorandum of Understanding does not supercede, replace or render invalid any other agreement required for the distribution and use of the information.
10. THE VILLAGE OF BARRINGTON retains ownership of INFORMATION, and THE VILLAGE OF BARRINGTON reserves the right to require USER to return the INFORMATION, without copying by the USER, at any time.
11. Violation of any term of this AGREEMENT may result in termination of this AGREEMENT and/or other VILLAGE OF BARRINGTON agreements, may preclude USER from receiving further information, and may result in legal action by THE VILLAGE OF BARRINGTON against USER.

