

**LICENSING AGREEMENT BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has an interest in assisting local governments in providing information for planning, engineering, public safety, and municipal management;

WHEREAS, the _____ (Entity), wishes to have its map-based information system include the most current digital aerial photography and has determined that the creation of this resource provides information for a multitude of uses throughout the Entity and thus serves a valid public purpose;

WHEREAS, the Entity requires this information to accomplish this purpose and has determined that NCTCOG can fulfill this need, and NCTCOG is willing to reciprocate; and

NOW THEREFORE, the parties, Entity and NCTCOG, agree to the following terms and conditions regarding the creation of digital aerial photography.

I. LICENSE AGREEMENT

The following provisions are a license agreement between NCTCOG and the Entity with respect to data products that are identified in Appendix A. The personnel specified in Appendix B will serve as points of contact for their respective organizations. NCTCOG is the owner of and has the right to grant a license to use the said data products free of all liens, claims, encumbrances, and other restrictions and without otherwise violating any rights of any third party, including any patent, copyright, trade secret, or other proprietary rights.

The NCTCOG data product may be distributed to the Entity on CD-ROM, DVD, Hard Drive or other media described in the documentation. The Entity will need to install and operate the NCTCOG data product on properly configured and compatible computer equipment running third party system and application software supplied by the Entity. The Entity will also need to insure that any required data not supplied by NCTCOG is in proper format and no other software or equipment having an adverse impact on the NCTCOG product is present.

A. Licensed Operating Environment

- (1) Operating Equipment.** In exchange for monetary consideration described in the Authorization Letter, the Entity will be granted an exclusive operation license to install, store, load, execute, and display (collectively, "Use") the NCTCOG data product on as many local area networks and/or end-user workstations as the Entity reasonably needs in support of its own operation (the "Licensed Operating Environment"). Any software components of the NCTCOG data product are provided in machine-readable executable format only.
- (2) Authorized Users.** Unless otherwise agreed in writing, the NCTCOG data product will be used by Entity officials, officers, employees, and authorized contractors only ("Authorized Users"). A contractor shall be deemed authorized to Use the data products by the Entity or NCTCOG if such Use is incidental to a larger relationship between the contractor and the Entity, and is used for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with that relationship. The contractor must agree in writing to be bound by the provisions of this Agreement.

B. Permitted Uses

- (1) Use of NCTCOG Products.** The Entity's Authorized Users may Use the NCTCOG data product in the Licensed Operating Environment for any use that furthers the Entity's internal operations or in furtherance of the Entity's mission.
- (2) Use of Generated Output or Other Data.** Except as stated, the Entity will own all original works of authorship it may independently create. Digital output from the Entity's Use of the NCTCOG Data Product may be resized as desired and printed on black and white, color printers, or map plotters. Such printed hardcopies may be distributed to the Entity's officers, employees, citizens, contractors, or other persons in the regular course of business for their internal use or in connection with an actual transaction. Such printed output may be further copied, photographed, or reproduced digitally on the Internet. The Entity may charge a fee for such hardcopy printouts that exceed the actual direct cost of production. Without the prior written consent of NCTCOG, the Entity may not otherwise provide copied, digitized, reproduced, transmitted or disseminated, in whole or in part, any of the original digital data product in any form.

APPENDIX A

CONTACT INFORMATION

North Central Texas Council of Governments

	MAIN CONTACT	ADDITIONAL CONTACT	
Name:	Mick Maguire	Shelley Broyles	
Title:	RIS Project Manager	Senior Information Analyst	
Department	Research and Information Services	Research and Information Services	
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Entity
(Please print)

	ADMINISTRATIVE CONTACT	TECHNICAL CONTACT	
Name:			
Title:			
Department			
Organization:			
Street Address:			
City, State, Zip			
Phone/Fax:			
E-mail:			