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.

(3) Mandatory Copyright Notice. Any permitted printing or reproduction of output material generated by the NCTCOG data product requires a copyright notice. As a courtesy to the participating Entity, the copyright notice can include the Entity name.

Copyright 2009, North Central Texas Council of Governments or Copyright 2009, Entity Name, and the North Central Texas Council of Governments

II. AFFIDAVIT OF PROHIBITED INTEREST

NCTCOG acknowledges and represents it is aware of the laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render this Agreement null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Mike Eastland Executive Director	Date	Signature Title:	Date
616 Six Flags Drive, Suite 200		Street Address:	
Arlington, Texas 76011		City, State, Zip:	
		APPROVED AS TO FORM:	

STATE OF TEXAS **COUNTY OF TARRANT** BEFORE ME, the undersigned authority, on this day personally appeared Mike Eastland known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the above for the purposes and consideration therein expressed and in the capacity therein stated. **GIVEN** under my hand and seal of office this the _____ day of _____, 20___. Notary Public in and for the State of Texas **ACKNOWLEDGMENT** STATE OF TEXAS **COUNTY OF TARRANT** BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the the purposes and consideration therein expressed and in the capacity therein stated. **GIVEN** under my hand and seal of office this the _____ day of _____, 20___.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

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	
Organization:	North Central Texas Council of Governments		North Central Texas Council of Governments	
Street Address:	616 Six Flags Drive, Suite 200		616 Six Flags Drive, Suite 200	
City, State, Zip	Arlington, Texas 76011		Arlington, Texas 76011	
Phone/Fax:	(817) 704-2519	(817) 640-4428	(817) 695-9156	(817) 640-4428
E-mail:	mmaguire@nctcog.org		sbroyles@nctcog.org	

Entity (Please print)

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