



**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**

Prince George's County Planning Department  
Information Management Division

301-952-3918  
www.mncppc.org

Agreement No: \_\_\_\_\_

**MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
DIGITAL DATA LEASE AGREEMENT**

THIS DIGITAL DATA LEASE AGREEMENT (Lease), made the \_\_\_ day of \_\_\_\_\_, 2010 between THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, 14741 Governor Oden Bowie Drive, Upper Marlboro, MD 20772, a public body corporate of the State of Maryland, hereinafter Commission, and \_\_\_\_\_, hereinafter Lessee, provides that:

WHEREAS, the Commission has digital data information that the Lessee wishes to lease in order to \_\_\_\_\_ and

WHEREAS, the Commission is desirous of entering into an agreement to lease digital data information to the Lessee.

NOW, THEREFORE, WITNESSETH that in consideration of the mutual promises, covenants, and agreements herein contained, it is hereby agreed by and between the parties as follows:

1. The term of this Lease shall be perpetual provided that the Lessee adhere to and not violate any of the terms and conditions set forth in this Lease.
2. The Commission agrees to lease digital data to the Lessee. The terms Adigital data and digital dataset, when used in this Lease, shall refer to one or more datasets relating to the geography of Prince George's County as described in Attachment A, Digital Dataset, to be supplied in digital form to the Lessee by the Commission.
3. The Lessee agrees to pay the Commission a sum of \$\_\_\_\_.00 prior to receiving the digital dataset as described above in Paragraph 2, and upon receipt of an invoice from the Commission.
4. The term source scale, when used in this Lease, shall mean the map scale at which the digital dataset was compiled by or for the Commission.
5. The term source date, when used in this Lease, shall mean the year designated by the Commission as the period portrayed by the supplied dataset or the year in which the digital dataset was compiled.
6. The Lessee may do the following:
  - a. Use the digital dataset on a single or multiple machine(s) within the Lessee's organization.

- b. Copy the digital dataset for use by others in the Lessee's organization and for use by contractors under the Lessee's direct control provided that contractors allowed access to this dataset or datasets derived from the supplied information shall be required to adhere to the terms of this Lease.
- c. Modify the digital dataset and/or merge them into other data sets or file structures provided that any dataset derived in whole or in part from the digital dataset modified or merged will be subject to the terms and conditions of this lease.
- d. Disseminate hard copy reports, maps, or graphic displays derived from the digital dataset to persons outside the Lessee's organization, provided that the source data and source scale is identified and the source of the dataset used in preparing the display is identified as follows: Digital Source: The Maryland-National Capital Park and Planning Commission. Lessee shall also require in writing and obtain written compliance from any person or entity to which any hard copy reports, maps, or other graphic displays derived from the digital dataset is disseminated that such person or entity shall identify the source date, source scale and source of the dataset used as follows: Digital Source: The Maryland-National Capital Park and Planning Commission.
- e. Request from the Commission for periodic updates to the digital dataset during the term of this Lease.

7. The Lessee agrees to the following:

- a. Lessee shall identify The Maryland-National Capital Park and Planning Commission as a source in products derived from the digital dataset and specify the source date and the source scale of the digital dataset (if multiple digital sources are used, Lessee has the option of listing the source scale or all sources used or of citing the smallest source scale among the sources used), where the dataset has been modified or merged with other data, the Lessee shall identify that the source data has been modified.
- b. At the termination or expiration of this Lease, except for an archival copy of the dataset, Lessee shall destroy all copies of the dataset (including converted and modified versions) in the Lessee's possession or in the possession of the Lessee's contractors, and cease using same without the written consent of the Commission.
- c. Lessee assumes sole responsibility for the selection and use of the digital dataset to achieve its intended results, for installation and use of the digital dataset, and for results obtained from the Lessee's use of the digital dataset.
- d. Lessee will not discriminate against any person because of age, gender, race, creed, national origin, or disability. In the event the Lessee is determined by the final order of an appropriate agency or court to be in violation of the non-discrimination provision of Federal, State, or local laws, this Lease may be terminated or suspended in whole or part by the Commission, and Lessee may be declared ineligible for further Commission Leases, Agreements, and/or Contracts.
- e. Lessee shall indemnify and save harmless the Commission from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against the Commission of which the Commission must

pay and incur by reason of or in any manner resulting from the injury, loss or damage to persons on property resulting from Lessee's negligent performance of or failure to perform any of Lessee's obligations under the terms of this Lease.

- f. Digital datasets are provided AS IS. The Commission does not warrant that the digital dataset will meet the Lessee's requirements or that the dataset is error free.
  - g. The Commission is not responsible for any analysis or use of the digital dataset including, but not limited to, any assumptions or interpretations, that are intentionally or unintentionally misleading or erroneous.
8. The Lessee is prohibited from engaging in the following:
- a. Transfer any digital version, any electronic copy of the digital dataset, or any modified or merged digital utilizing the dataset to anyone outside the Lessee's organization, without the prior written approval of the Commission.
  - b. Offer for sale or lease products that are in whole or part based on or derived from the supplied dataset. (This provision may be modified by a separate agreement which explicitly establishes the terms and conditions of permissible sale or lease. Such an agreement shall establish the level of compensation to the Commission.)
9. In the event a request for information is submitted under the Freedom of Information Act, or the Maryland Public Information Act, the lessee will consult the Commission for response and possible objection. To the maximum extent allowed by law, the Lessee will protect all information provided as a confidential, commercial secret exempt from release.
10. This Lease Agreement shall be interpreted in accordance with the laws of the State of Maryland, and enforced in a court of competent jurisdiction in Prince George's County, Maryland.
11. If any provision of this Lease is determined to be invalid or illegal by a court of law, it shall be severed from this Lease and shall not affect the remainder of any other provision contained herein.
12. This Lease is the complete agreement between the Commission and the Lessee and supersedes any prior agreement, oral or written, and any other communication between the Commission and the Lessee relating to the subject matter of this Lease.
13. The individuals executing this Lease acknowledge that he or she is duly authorized to execute this Lease on behalf of the respective parties set forth below.

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be properly executed on the day and year first written above.

COMPANY:

By: \_\_\_\_\_

Date: \_\_\_\_\_



ATTACHMENT A

Lease # \_\_\_\_\_

WSSC TILE(S)

LAYER(S):



**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**

Prince George's County Planning Department  
Information Management Division

(301) 952-3109  
[www.mncppc.org](http://www.mncppc.org)

# INVOICE

DATE:

TO:

FROM: Asfaw Fanta, GIS Supervisor, Information Management Division

SUBJECT: Lease Agreement #\_\_\_\_\_

**TOTAL COST: \$ \_\_\_\_\_**

---

Asfaw Fanta, GIS Supervisor  
Information Management Division  
[Asfaw.Fanta@ppd.mncppc.org](mailto:Asfaw.Fanta@ppd.mncppc.org)