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Access to Howard County Water and Sewer GIS

External users that have a legitimate business reason to access Howard County's drinking water and/or sanitary sewer GIS data must demonstrate their need by filling out the attached form and mailing to the Bureau of Utilities Home office. This process is set in place to protect this sensitive critical infrastructure information. This process respects and follows House Bill 240 of the 2002 legislature of the State of Maryland.

Instructions: Please fill in the appropriate information, read the terms of the License Agreement and sign this form to signify your agreement with all terms and conditions. You will be contacted to confirm the delivery date and formats of your request. Please keep a copy of this completed form and the License Agreement for your records.

Application: In order to qualify for access to these secure layers of Howard County's data the following information must be provided:

Licensee Information:

- Full name of the individual within the company/organization responsible to assure the security of this information

- Title of the individual within the company/organization responsible to assure the security of this information

- Address (including Number and Street, City, State, Zip and Country)

- Telephone number _____ - _____ - _____

- Email address _____

Company/Organization Information

- Full company/organization name

- Business address (including Number and Street, City, State, Zip and Country)

- Business telephone number and extension

- _____ - _____ - _____
- Fax number

- _____ - _____ - _____
- E-Mail address of GIS users

- Description of intended business use of the Howard County drinking water and/or sanitary sewer GIS data:

- Duration of time access is needed:

- Authorized Howard County contact (required if applicant is working on a project for Howard County Government)

Individual Non-disclosure/Terms Agreement

"I will abide by the terms of non-disclosure listed below. Failure to do so may result felony prosecution and imprisonment. In such case, Howard County also reserves the right to demand immediate delivery or return of all Howard County records/information, documents, and files.

Non-disclosure agreement - As a condition to furnishing the applicant with Howard County's drinking water and sanitary sewer GIS information, the applicant agrees to the following:

License Agreement

This Agreement is made between Howard County, Maryland (hereinafter “County”) and the user of the Licensed Data, identified above under Application (hereinafter “Licensee”).

Section 1. Grant of License.

Howard County grants the Licensee the non-exclusive right to use the drinking water and/or sanitary sewer GIS data in a manner consistent with this License Agreement.

Section 2. Howard County’s Retained Rights.

Howard County retains ownership of the Licensed Data and all rights that are not expressly granted to the Licensee under this License Agreement.

Section 3. Permitted Uses and Restrictions on Use.

- The Licensed Data may only be used in the manner described by the Licensee listed in the above section “Description of intended business use of the Howard County drinking water or sanitary sewer GIS data”.
- Information provided by Howard County shall not be used by the applicant other than for legitimate business needs.
- All users shall establish a process to assure their staff and subcontractors employees involved with this GIS data are screened to assure the information will not end up in unauthorized hands.
- Any GIS drinking water and/or sanitary sewer GIS information electronic copies shall be located on a local hard drive; a secure local area or wide area networked drive, or a secured project specific web site. File access rights to this data shall be limited to need to know staff. If these documents are no longer needed, the custodian of these files shall destroy all records related to these documents, including both paper and electronic copies that the governmental agency determines are not needed for record purposes. All other records shall be stored in a secure fashion in accordance with the terms of this contract.

Section 4. Assignment,

This License Agreement and the rights granted in it may not be assigned.

Section 5. Warranties or Representations.

Howard County makes no warranties or representations about the accuracy of the Licensed Data, its fitness for any purpose, or any other warranty or representations. All restrictions and limitations contained in media used to distribute the Licensed Data are hereby incorporated into this License Agreement as if fully set forth herein. This includes, but is not limited to, restrictions and limitations contained in metadata files, layer attribution, package labeling or packaging inserts. Any media that the Licensee uses to distribute the Licensed Data in whatever form shall include the metadata contained in Howard County GIS Data License Agreement Page the media provided the County.

Section 6. Disclaimer.

Howard County is not responsible and will not be liable for any damages of any type and from whatever source, which the Licensee may sustain or claim to sustain as a result of the Licensee's use of the Licensed Data. By signing this agreement and accepting the Licensed Data, the Licensee acknowledges that the Licensee assumes all risks that may arise from the use of the Licensed Data or the use by any entity to whom the Licensee distributes the Licensed Data.

Section 7. Indemnity.

The Licensee shall hold Howard County and all its employees and agents harmless from any claim, suit or proceeding arising out the Licensee's use or distribution of the Licensed Data.

Section 8. Termination and Return of Data.

Termination: In the event that the Licensee fails to faithfully perform its obligations under this License Agreement, Howard County may terminate the license.

Causes for Termination: Howard County shall have the right to terminate the License Agreement if the Licensee attempts to assign its rights under this agreement.

Upon termination of this agreement, all Licensed Data will be returned and all copies of the Licensed Data held by the Licensee will be destroyed or erased from the Licensee's computer systems.

Section 9. Remedies.

In the event of a breach or threatened breach of any of the provisions of this agreement by the Licensee or any employee, representative or agent of the Licensee, Howard County shall be entitled to all remedies provided by law, including without limitation, actions for injunctive and specific performance of the terms of this License Agreement. Nothing shall preclude Howard County from pursuing any action or other remedy, including damages, for any breach or threatened breach of this agreement, all of which shall be cumulative.

Section 10. Entire Understanding.

This Agreement contains the entire understanding between the parties with respect to the subject matter of this agreement. Any additions or modifications hereto may only be made in writing executed by both parties hereon.

Section 11. Choice of Law.

This Agreement shall be interpreted in accordance with the laws of the State of Maryland.

Section 12. Conflict of Interest.

The person signing on behalf of the Licensee certifies that he/she understands the provisions of Section 901(a) of the Howard County Charter and Section 22.204 of the Howard County Code dealing with conflicts of interest.

The undersigned is an authorized representative of _____ and, by this signature, represents that he/she is authorized to sign this GIS Data License Agreement and
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that it is a legal, valid and binding obligation of the Licensee, enforceable in accordance with the terms:

Authorized Licensee Signature: _____ Date: _____

Print Name and Title:

Agreement accepted by: _____ Date: _____

(Signature of the Bureau of Utilities Bureau Chief or their representative)