

**Attachment A - Contractor's Agreement for Governmental Users**

This is an agreement between the Virginia governmental entity specified below and \_\_\_\_\_ (the "Contractor"), a corporation organized under the laws of the state of \_\_\_\_\_, and having its office at \_\_\_\_\_-\_\_\_\_\_. This agreement ("Contractor's Agreement") is made in connection with Contractor receiving orthophotography data belonging to the Commonwealth of Virginia. For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Contractor and governmental entity hereby agree as follows:

1. This Contractor's Agreement is attached to a Virginia Base Mapping Program (VBMP) Orthophotography Data License Agreement for Governmental Users dated \_\_\_\_\_ (the "License Agreement") between the Commonwealth of Virginia (the "Commonwealth"), through the Virginia Geographic Information Network Division of its Virginia Information Technologies Agency ("VGIN"), and \_\_\_\_\_, a Virginia governmental entity with its main office at \_\_\_\_\_ ("Licensee"). In this Contractor's Agreement, all terms shall have the same meaning as they have in the attached License Agreement.

2. Contractor represents to the Commonwealth that Contractor has a contract with Licensee to perform a specific project, as referred to in section 3(c) of the attached License Agreement, and that performance of that contract requires that Contractor have access to Data belonging to the Commonwealth. The Data to be used in the performance of that contract and the specific manner in which the data will be used are identified as follows (fill in the geographic extent of the data, how it will be used, whether such use will necessitate disclosure of hardcopies to any person or entity other than Contractor's employees, and if so, the names of the persons or entities that will be receiving hardcopies):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_. The contract requiring use of the above Data is identified as follows (fill in the contract number, title of contract, parties and date signed):

\_\_\_\_\_.

3. Licensee agrees to provide, and Contractor hereby acknowledges its receipt of, the above Data from Licensee. Contractor represents and warrants to the Commonwealth that the media on which Contractor is receiving the above Data contain the proprietary notice required under section 4 of the attached License Agreement.

4. To perform the contract, Contractor represents that it will need access to the Data until (insert date): \_\_\_\_\_.

5. Contractor acknowledges that the Data provided to it are the property of the Commonwealth of Virginia and are provided to Contractor solely for the purpose of performing its contract work for Licensee. Contractor shall not disclose the Data to any person or entity other than its own employees, and shall ensure that its employees use the Data solely for purposes of performing Contractor's contract with Licensee. Notwithstanding the foregoing, Contractor may disclose hardcopies of the Data to persons or entities other than its employees, but only if Contractor has identified the need for such disclosure in section 2 of this Contractor's Agreement and named the persons or entities that will be receiving the hardcopies.

**6. With respect to the Data, which it receives from Licensee, Contractor agrees that Contractor is bound to all the restrictions, obligations, limitations of liability and all other provisions of the License Agreement to the same extent as they apply to the Licensee, and all such provisions are hereby incorporated into this Contractor's Agreement by reference.**

7. Notwithstanding the preceding section, Contractor acknowledges it shall have none of Licensee's rights under the License Agreement. For example, Contractor has no right to make further disclosure of Data to the public or to any subcontractor under section 3 of the License Agreement.

8. Contractor's right to possession of the Data may be terminated by the Commonwealth at any time upon 30 days' written notice, or upon the expiration of the period specified in section 4 above, whichever is earlier. Upon request by Licensee or the Commonwealth, Contractor shall follow the Commonwealth's instructions for documenting its compliance with this Contractor's Agreement and for documenting that it has not retained any copy of the Data after its right to possession of the Data has expired or been terminated.

9. Contractor acknowledges that **the Data are provided "AS IS"**. The Commonwealth, its agents, officers and employees make no warranty whatsoever regarding the accuracy, suitability or attributes of the Data. Contractor shall indemnify and hold the Commonwealth, its officers, agents and employees harmless from any and all claims, liability, cost and expense arising from Contractor's use of the Data. Contractor further acknowledges that, unless Licensee in a separate agreement has specifically agreed otherwise, the Licensee and Licensee's agents, officers and employees also provide the Data "AS IS" and make no warranty whatsoever regarding the accuracy, suitability or attributes of the Data, and Contractor shall indemnify and hold Licensee, its officers, agents and employees harmless from any and all claims, liability, cost and expense arising from Contractor's use of the Data.

10. Contractor and Licensee agree that this Contractor's Agreement is for the benefit of the Commonwealth (and where applicable, its officers, agents and employees) and may be enforced directly by them. This Contractor's Agreement is also for the benefit of, and may be enforced by, the Licensee and Contractor.

11. No changes or additions to this form agreement are authorized. If any changes are made on this form, Contractor must refuse to receive the Data. To be authorized, any changes must be made in a writing signed by a duly authorized employee of VGIN (not an employee of Licensee). Similarly, after execution of this form by Contractor, any modification or waiver of the Commonwealth's rights hereunder shall be void unless made in writing by an authorized employee of VGIN.

12. This is the complete and final expression of the parties' agreement.

THE UNDERSIGNED representatives of the parties each hereby sign and seal this Contractor's Agreement on behalf of their respective principals, intending to be bound:

\_\_\_\_\_ (Contractor)

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ACKNOWLEDGEMENT**

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing Contractor's Agreement dated \_\_\_\_\_ was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ (name of officer), \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (name of Contractor), on behalf of that Contractor.

(SEAL) \_\_\_\_\_ Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_ (Virginia Governmental or Non-Profit Entity)

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

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