

Special Terms for Local Government DSLA's

1. Under this agreement ICIS Associate Members are not to be given download access to (name of local government) contributed data, except for cadastral data without express prior consent by (local government). ICIS will inform (local government) of all the Society's associate members periodically and the (local government) will inform ICIS as to whether or not any particular or all, associate members may have download access to the contributed data other than the cadastral data.
2. Any funding (name of local government) may receive from ICIS under this or associated agreements must be used to improve the quality of the (local government) spatial data, comprising the contributed data the local government provides ICIS.
3. Any revenue generated by ICIS in a Value Added Reseller Agreement from the sale of the (local government) contributed data, is to be used in programs that provide funding to local government members of ICIS to improve their spatial data.
4. Section 6.1 (c) of this Agreement is hereby replaced in its entirety with the following: "(C) arising out of any actions taken by ICIS (except to the extent such actions of ICIS are found to be negligent by a competent court of law) to enforce the provisions of this Agreement including pursuant to Paragraph 2.5."
5. "Notwithstanding section 8, the User and ICIS specifically agree that the User can terminate this agreement with 60 days notice."
6. "Notwithstanding sections 3.1 and 3.3 and the fee schedule in the agreement, the USER and ICIS agree that the USER will not pay data access or membership fees under this agreement."

NOTE: For clarity Local Governments may reference Schedule B of the Addendum in the section "description of submitted data," as: "described in Schedule B."

If the local government is providing infrastructure data, it should also reference Schedule A Option 1 or 2 in this section: "as described in Schedule A Option 1 or 2."