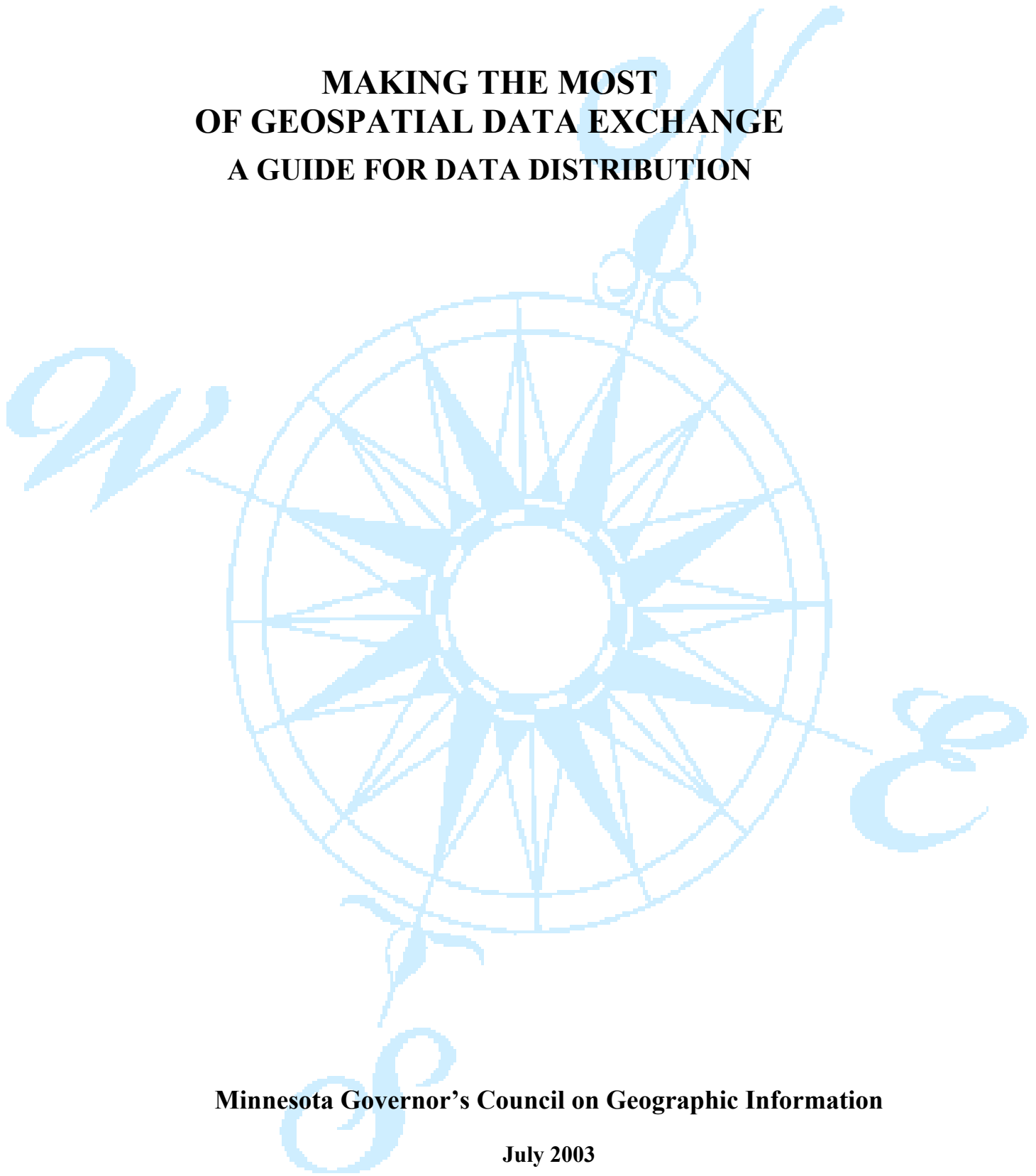


**MAKING THE MOST
OF GEOSPATIAL DATA EXCHANGE
A GUIDE FOR DATA DISTRIBUTION**



Minnesota Governor's Council on Geographic Information

July 2003

The **Minnesota Governor's Council on Geographic Information** was created to provide leadership in the development, management and use of geographic information and related technology in Minnesota. With support from the Land Management Information Center in the Minnesota Department of Administration, the council provides policy advice and makes recommendations regarding efficient investments, management practices, institutional arrangements, and data standards and education.

Making the Most of Geospatial Data Exchange was prepared by David Arbeit (the Land Management Information Center), Randall Johnson (MetroGIS), Fred Logman (Ramsey County), and Annette Theroux (ProWest Associates) and is available on the council's web site at www.gis.state.mn.us.

Upon request, the document will be made available in alternate formats, such as Braille, large print or audiotape. For TTY, contact Minnesota Relay Service at 800-627-3529 and ask for the Land Management Information Center. For additional printed copies, contact the Land Management Information Center at 651-296-1211.



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July 2003

TABLE OF CONTENTS

INTRODUCTION	1
THE MINNESOTA FRAMEWORK FOR DATA PRODUCERS	2
USING THIS GUIDE	5
MAKING GEOSPATIAL DATA AVAILABLE: DIAGRAM OF THE PROCESS	7
MAKING GEOSPATIAL DATA AVAILABLE: PROCESS ROAD MAP	8
APPENDIX A: EXAMPLES AND SAMPLE LANGUAGE	15
A1 – Organization Has No Right to Distribute Data	17
A2 – Data is Not Public	18
A3 – Nondisclosure Agreement for Data that is Not Public	19
A4 – Geospatial Data Availability and Pricing Schedule	21
A5 – Cost Justification for Data with Commercial Value	22
A6 – Restricting or Qualifying Data Redistribution	26
A7 – Sample Data Documentation	28
A8 – Disclaimer Statement	38
A9 – Technical Support and Assistance Policy	39
A10 – Sample Licenses and Agreements	40
APPENDIX B: OTHER RESOURCES	55

MAKING THE MOST OF GEOSPATIAL DATA EXCHANGE: A GUIDE FOR DATA DISTRIBUTION

INTRODUCTION

How does your organization respond to a request for geospatial data? Is it even entitled to provide the data? If so, is the data willingly provided? Does the response depend upon who is asked or who requests it? Do you charge a fee and, if so, is the fee always the same? Is a license or agreement describing rights and responsibilities of the recipient required? Is your data documented so that users understand what they are working with? Is legal protection against data errors or misinterpretation of the data assured? These are among the important issues that emerge the moment a request is made. Or perhaps your organization already has decided to make its geospatial data available to anyone interested. Even then, these issues remain.

As geographic information systems have become more widely used, geospatial data has become an increasingly important resource for organizations throughout Minnesota – both public and private. While these organizations may produce their own geospatial data, they also can benefit greatly by acquiring geospatial data from other organizations. For Minnesota’s units of government, which collectively account for most of the geospatial data produced, this presents some special problems – legal, administrative and financial.

Practices within many government agencies vary greatly, often formulated in response to specific requests at the staff level. Rarely do written policies exist. In their absence, neither staff nor the public has guidance about data availability expectations. At times, practices either are perceived to conflict with state or federal law or, even worse, do. This is hardly surprising – relatively few producers of geospatial data are even aware that such laws affect them. They may be even more surprised to learn that written policies on data requests are required by law.

The Minnesota Governor’s Council on Geographic Information strongly believes that the public benefits when governments leverage investments in geospatial data and make it widely available – both to other government units and to the public. Originally created in 1991 to promote coordination among producers and users of geospatial data, the council views geographic information as a public resource that should be widely shared and used.¹ The council has prepared this document to help Minnesota governments that produce or hold geospatial data with their data access and distribution issues. It offers a “road map” to access and distribution emphasizing “best practices” and recommendations, but should not be treated as legal advice, which can only be provided by your attorney.

¹ A formal statement of the Council’s Guiding Principles is posted at www.gis.state.mn.us/about.htm.

THE MINNESOTA FRAMEWORK FOR DATA PRODUCERS

When responding to requests for data, government entities within Minnesota are legally obligated to comply with the Minnesota Government Data Practices Act, Chapter 13 of Minnesota Statutes. This comprehensive statute supports open government while protecting rights to privacy and other confidentiality issues.²

Interpretation of the state Data Practices Act and associated provisions codified in rules often is difficult – Chapter 13 of Minnesota Statutes alone consists of 120 printed pages. To help users understand these provisions, the Information Policy Analysis Division of the Minnesota Department of Administration offers advice, model policies, interpretations of the law, and advisory opinions.³ Still, the application of these provisions to geospatial data is not always evident to geospatial data producers. This guide is designed to fill the void regarding the principal issues that affect the distribution of geospatial data.

Public Data and the Exceptions. As a rule, all data collected by state and local government is *public* data, except for data explicitly declared otherwise by state statute or federal law. Sounds simple, but distinguishing is not always easy – Chapter 13 contains pages and pages of specific exceptions. Understanding the exceptions is a challenge, but the message is clear: *Unless your government data is explicitly exempted under some provision of state statute or federal law, you must make it available to the public, regardless of the data's physical form.*

Reasons for exceptions vary, but in most cases exceptions are intended to protect privacy -- of individuals, households, farms, businesses. Some examples of data that are exempted or *not public*: social security numbers of individuals, addresses of public employees, most data about students, information about electric utility customers, information about security. The terms used to describe exempted data for individuals are slightly different than for other data, but only three categories of data actually exist:

1. *public* data, data available to anyone for any reason
2. *private* data, data available only to the data subject or someone authorized by law
3. *confidential* data, data available only to government employees

For data not about individuals, Category 2 is called *nonpublic* data and Category 3 is called *protected nonpublic* data.

Although data about individuals often is not public in its initial form, once processed to remove all personal identifiers or recompiled as *summary* data, it may become public. When geospatial data is recompiled for units of geography – census units, political jurisdictions, school districts, for example – it usually can be treated as summary data.

² The U.S. Freedom of Information and Privacy Act also addresses access and privacy issues, but has no effect on data managed by local and state governments.

³ The web site for the Information Policy Analysis Division is www.ipad.state.mn.us.

Rights to Distribute Data. Sometimes an organization possesses data that it is not entitled to distribute. Such restrictions should be clearly understood before data is distributed. The right to distribute data may be derived from outright ownership, by agreement with another organization, or by law in the case of data in the *public domain*, in which case there are no restrictions on distribution. Most data produced by Federal agencies is in the public domain.

Subject to requirements of the Minnesota Government Data Practices Act, an organization has the right to distribute public data it collects, develops and maintains. Though it is not common practice, government organizations should consider explicitly declaring this “ownership” right as a copyright if they intend to specify conditions related to use or redistribution to third parties.⁴

An organization may also obtain the right to distribute data through agreements with data producers, public or private. In cases where that right has not been established, it is recommended that data distribution be handled by the producer.

Cost for Data. Government organizations may charge fees to provide copies of data, but they must comply with conditions specified by state law. Chapter 13 defines what fees, if any, may be charged and how to determine them, generally based upon a presumption that data availability is essential for open government. No charge is permitted for inspection of public data.

In most cases, a government entity may assess a reasonable charge to recover the costs of searching for, retrieving, certifying, compiling and transmitting copies of government data, including costs for employee time.⁵ These charges may not include costs for separating public data from not public data, purchase or maintenance of equipment, record storage or administration. State law only requires that electronic data be provided in its maintained format; a reasonable fee may be assessed for custom services, such as reformatting or processing into a form other than is used in the ordinary course of business. Except for the case of summarizing data, Chapter 13 does not regulate charges for special requests. The council recommends fees that do not exceed the justifiable costs of meeting the request.

Charges designed to recover the costs of developing and managing data are not allowed except under very specific circumstances specified in Chapter 13.03 Subdivision 3d. This *commercial value* provision allows for charging a “reasonable fee” in addition to the costs of making, certifying and compiling copies. The provision only applies to cases where the request involves a “substantial and discrete portion” of a database developed at “significant” expense. The cost to a county of converting property tax and land records from paper to electronic form is considered

⁴ U.S. law only prohibits federal agencies from exercising copyrights. Copyright law generally considers documents and “unique compilations” of data to be owned by the creator from the moment of creation. State and local governments may assert ownership through a copyright so long as it does not restrict access to public data. An explicit declaration of copyright is recommended for such cases. See Minnesota Statutes, Chapter 13.03, Subdivision 5.

⁵ See *Model Policy: Public Access to Government Data and Rights of Subjects of Data* (July 2000), p. 29, prepared by the Information Policy Analysis Division of the Minnesota Department of Administration for specific examples of allowable charges. See www.ipad.state.mn.us/modeldocs.html.

an appropriate development cost.⁶ Documentation that this reasonable fee relates to actual development costs is required. The documentation must be available upon request.

Restrictions on Data Access. Government organizations generally may not restrict access to public data to any requestor for any reason. If an organization determines that the request is for data classified as not public, then it must inform the requestor, citing the specific state statute or federal law that describes the reason for the classification.

Restrictions on Data Use or Redistribution. Government organizations may wish to restrict use or redistribution for a number of possible reasons: concern for misuse, concern about data quality, version control where data changes frequently, or to protect a revenue stream. In general, however, government organizations may not specify any limitations related to the use or redistribution of non-copyrighted public data it provides. For such cases, the council strongly recommends that data be completely documented using the *Minnesota Geographic Metadata Guidelines* and that a disclaimer statement be provided with the data.⁷

For government data that is not public, restrictions on use or redistribution may apply. Where the organization has acquired the data from another source, usage restrictions may be identified in licenses or legal agreements.

Derivative Data. Sometimes an organization will acquire data from another source and then modify it to meet its own needs. Under some circumstances, this “derivative” data may carry with it some properties of the original data source. For example, data obtained under a restricted license agreement that is modified to meet an organization’s needs may continue to carry restrictions specified in the license agreement. Other than the federal government, units of government are entitled to copyright data; the degree to which the modified data has become a unique “compilation” may affect the status of this new data.⁸

Data Documentation. Government organizations must provide understandable explanations of the meaning of public data, when requested. Thorough and accurate documentation is recommended to help meet this obligation. It also is the recommended course of action for avoiding misinterpretation and misuse of data. Minnesota has adopted the Minnesota Geographic Metadata Guideline as a best practice for data documentation.⁹ Documentation also creates institutional memory about an organization’s data, which becomes especially important when knowledgeable staff leave or a contractor has produced data.

⁶ See *Model Policy: Public Access to Government Data and Rights of Subjects of Data* (July 2000), p. 26.

⁷ Minnesota statutes offer protection to municipalities from tort claims resulting from inaccurate data, provided that the municipality provides a disclaimer along with its data. Unless a municipality can prohibit redistribution of its data, it cannot ensure that the disclaimer is associated with the data.

⁸ Whether or not this modified data becomes something distinct from the original is at the heart of intellectual property law. This is a question best answered by attorneys who specialize in that area of law.

⁹ See www.gis.state.mn.us/stds/metadata.htm for a copy of the guideline. Help with its use and other documentation tools are available from the Minnesota Land Management Information Center at www.lmic.state.mn.us.

Legal Liability. Organizations sometimes are concerned about legal liability associated with inaccuracies or misinterpretation of their data.¹⁰ Liability can be minimized through proper documentation and appropriate disclaimers. Legislation protects producers of geospatial data against some types of legal action provided they issue a disclaimer.¹¹ A sample disclaimer statement is provided in the Appendix.

Timeliness of Response. A government organization must respond promptly to a data request. Other than direction to respond promptly and appropriately, no legislated response period exists, as the complexity and size of a request may vary greatly. The requirement generally is interpreted to mean “as soon as is reasonably possible.”

Technical Support. Organizations are not required to provide help to data requestors unless asked, in which case they are required only to “inform” the requestor about the data’s meaning.¹² However, the council recommends that organizations offer additional help to data requestors, if possible. Some organizations offer extensive value-added services, recovering costs for the services through a fee. In all cases, the council recommends that organizations clearly document and publicize their support policies and any associated fees.

USING THIS GUIDE

This guide contains most of what you need to know about making your geospatial data available to others, but it does not cover all of the issues and it is not intended as a substitute for legal advice. Its purpose is to inform and clarify: simple enough to understand, detailed enough to help.

The guide focuses on the decision process, presenting a series of issues that government organizations should consider in establishing policies and procedures for responding to requests for geospatial data or making geospatial data available to other organizations or individuals. The issues are organized as a step-by-step “decision-tree,” presented both graphically and as a conditional outline. Though this guide has been developed for government providers of geospatial data, it also is presented as best practices recommended for all organizations.

To supplement the decision-tree, the guide includes a collection of sample language to use in agreements and supporting documents and a list of information resources that complement this guide.

This document focuses on issues of special concern to producers of geographic information; other data practices issues are not addressed here. For information and assistance regarding the

¹⁰ Government organizations are required “to establish procedures to assure that all data on individuals is accurate, complete, and current for the purposes for which it was collected.” See Minnesota Statutes, Chapter 13.05, Subdivision 5.

¹¹ The law, passed by the 2000 Legislature, was the first to specifically address the liability issue. It explicitly applies to “geographic information system data.” See Minnesota Statutes, Chapter 466.03, Subdivision 21.

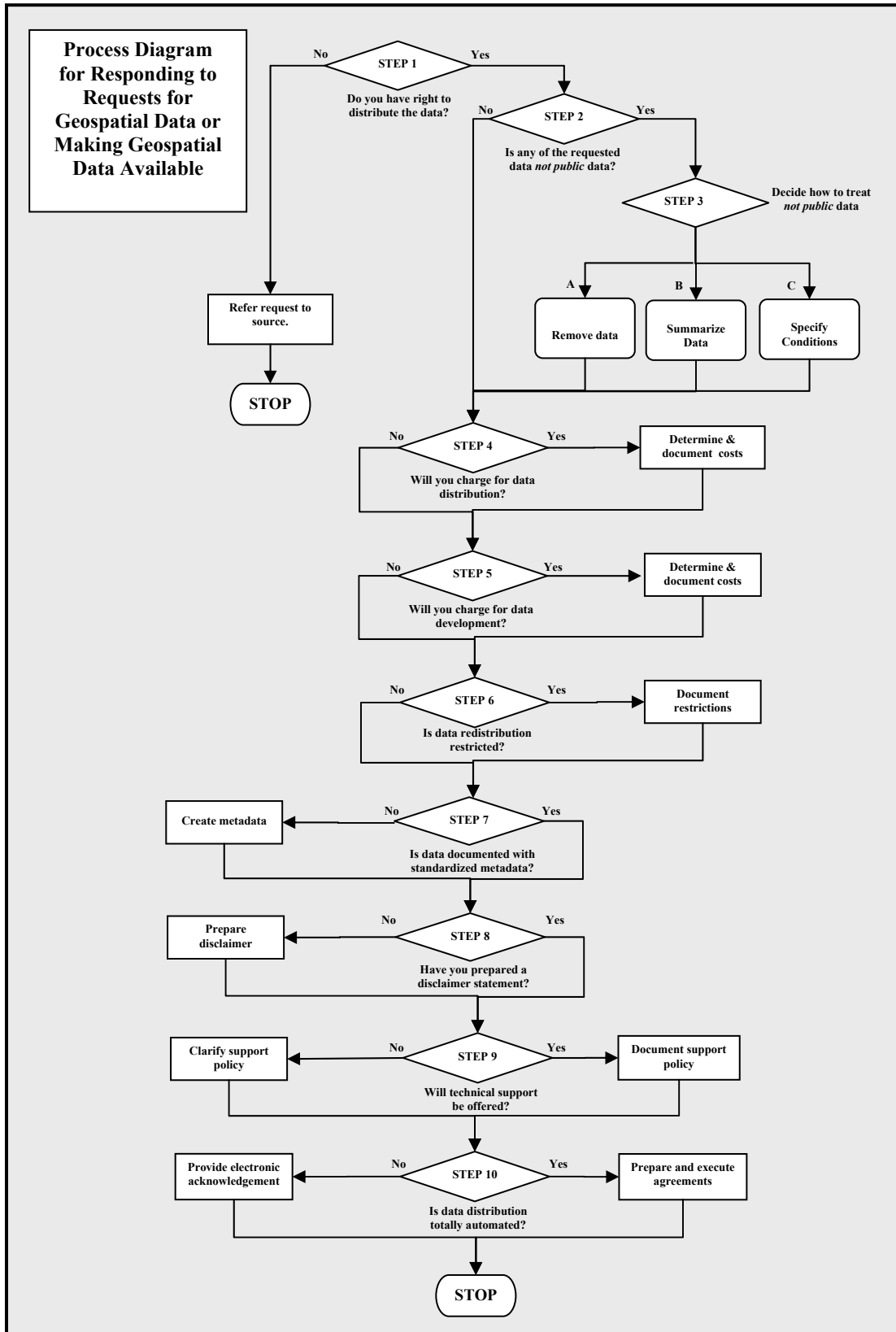
¹² Minnesota Statutes, Chapter 13.03, Subdivision 3.

Minnesota Government Data Practices Act, contact the Information Policy Analysis Division of the Minnesota Department of Administration.¹³

The Governor's Council on Geographic Information welcomes feedback about the usefulness of this guide or any of its content. Contact the council by phone at (651) 296-1211 or by email at gc@mnplan.state.mn.us.

¹³ Information Policy Analysis Division; Minnesota Department of Administration; Room 201, Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155; (Voice) 651.296.6733 or 1.800.657.3721; (Fax) 651.205.4219; www.ipad.state.mn.us.

MAKING YOUR GEOSPATIAL DATA AVAILABLE: A DIAGRAM OF THE PROCESS



MAKING YOUR GEOSPATIAL DATA AVAILABLE: A PROCESS ROADMAP, STEP-BY-STEP

The table that follows provides an annotated narrative of the process diagram on the preceding page. It is offered as a general outline for government providers of geospatial data, but also is presented as best practices recommended for all organizations. It assumes that your organization has the data being requested. See the introductory text to this guide or references cited in Appendix B for more detailed explanations of issues identified. See the samples in Appendix A for examples of how to address specific issues.

1. Is your organization entitled to distribute the requested data?	
YES	NO
<p>Verify data source. If your organization has produced the requested data, then it is entitled to distribute the data, subject to restrictions specified in Chapter 13 of Minnesota Statutes, the Minnesota Government Data Practices Act.</p> <p>Go to Step 2</p>	<p>Refer request. Provide a written statement indicating that you do not have authority to distribute the requested data and refer the requestor to the organization that “owns” or can provide the requested data. A copy should be sent to the organization that “owns” the requested data and a copy retained in your organization’s files.</p> <p><i>(See Appendix A1)</i></p> <p>No additional decisions need to be made.</p> <p>[END PROCESS]</p>

2. Is any of the requested data “not public” data?¹⁴	
YES	NO
<p>Determine data classification. The Minnesota Government Data Practices Act is the basis for classifying data as <i>Public</i> or <i>not public</i>. You will need to write an appropriate response to requestor.</p> <p><i>(See Appendix A2)</i></p> <p>Go to Step 3.</p>	<p>Go to Step 4.</p>

¹⁴ If in doubt, contact the Information Policy Analysis Division; Minnesota Department of Administration; Room 201, Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155; (Voice) 651.296.6733 or 1.800.657.3721; (Fax) 651.205.4219; www.ipad.state.mn.us.

3. Decide how to treat the <i>not public</i> data by choosing one of the following. ¹⁵		
A. Remove Data	B. Summarize Data	C. Specify Conditions
<p>Remove the <i>not public</i> data to create a new file. This is the safest and recommended way to deal with <i>not public</i> data. You may not charge for the process of removing the data.¹⁶</p> <p>Go to Step 4.</p>	<p>Summary data is data that is derived from not public data on individuals, but derived in such a way that specific individuals cannot be identified. Once summary data has been generated, it becomes <i>public</i> data.¹⁷ It is very important to remove <u>all</u> data by which an individual may be identified.</p> <p>Go to Step 4.</p>	<p><i>Not public</i> data can be shared only if the requesting entity has a basis for access under Minnesota statutes or federal law and only if <u>all</u> of the following conditions can be met.</p> <ol style="list-style-type: none"> 1. Non-disclosure agreement. <i>Non-disclosure</i> language must be placed into or appended to an existing contract executed by the parties or included in a separate <i>Non-disclosure agreement</i>. 2. Not public data fields. The <i>not public</i> data must be explicitly identified and documented, preferably in a <i>non-disclosure agreement</i>. 3. Special conditions. Any and all limitations on the use of the data should be specified in an agreement. For example: “The data cannot be provided to anyone else and must be destroyed after use.” <p><i>(See Appendix A3)</i></p> <p>Go to Step 4.</p>

¹⁵ If in doubt, contact the Information Policy Analysis Division; Minnesota Department of Administration; Room 201, Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155; (Voice) 651.296.6733 or 1.800.657.3721; (Fax) 651.205.4219; www.ipad.state.mn.us.

¹⁶ Minnesota Statutes, Chapter 13.03, Subdivision 3.

¹⁷ For information on “summary data” see Minnesota Statutes Section 13.02, Subdivision 19, and Section 13.05 subdivision 7, as well as Minnesota Rules 1205.0200 subpart 16 and 1205.0700.

4. Will there be a charge for distributing copies of the data?	
YES	NO
<p>Determine and document cost. Determine and document the actual costs as allowed by law.¹⁸ Be prepared to provide documentation justifying charges, if requested.</p> <p><i>(See Appendix A4)</i></p> <p>Go to Step 5.</p>	<p>Go to Step 5.</p>

5. Will there be a charge to recover development costs?	
YES	NO
<p>Determine that data has <i>commercial value</i> and document costs. Determine <i>commercial value</i> status and document development costs as allowed by law.¹⁹ Written documentation of the basis for charges must be provided, if requested.</p> <p><i>(See Appendix A5)</i></p> <p>Go to Step 6.</p>	<p>Go to Step 6.</p>

6. Is use or redistribution of data and/or derivative works restricted? ²⁰	
YES	NO
<p>Document restrictions. State law limits the circumstances under which restrictions may be attached to data provided by government entities.</p> <p>Within those limits, provide language limiting data use or redistribution by recipient or generation of derivative products, if applicable.</p> <p>Note that restrictions on redistribution of noncopyrighted <i>public data</i> are not permitted by Minnesota law, but that redistribution of <i>non public, protected</i> or <i>private</i> data may be prohibited.</p>	<p>Go to Step 7.</p>

¹⁸ Minnesota Statutes, Chapter 13.03, Subdivision 3c.

¹⁹ Minnesota Statutes, Chapter 13.03, Subdivision 3d.

²⁰ Attorneys disagree about whether or not public data may be copyrighted or licensed and the implications for redistribution. The prevailing legal opinion is that a copyright statement should be included in data licensing agreements. Before specifying restrictions, legal advice is recommended.

6. Is use or redistribution of data and/or derivative works restricted? ²⁰	
YES	NO
<p>Organizations may specify best practices as conditions for redistributing <i>public data</i>: for example, provision of metadata. Such recommendations are not binding.</p> <p>Conditions of redistribution should be included as part of a limited use or license agreement if such agreements are appropriate.</p> <p><i>(See Appendix A6)</i></p> <p>Go to Step 7.</p>	

7. Is the data well documented, using state adopted guidelines? ²¹	
YES	NO
<p>Evaluate documentation. The Governor’s Council on Geographic Information strongly recommends that organizations use the <i>Minnesota Geographic Metadata Guidelines</i> for documenting its geospatial data.</p> <p>Go to Step 8.</p>	<p>Prepare documentation. Data should be well documented so that users understand what it is, its origins, how to best use it, its limitations, and anything else you consider important. Good documentation will save you time and minimize risks associated with data use. Data documentation is sometimes called metadata.</p> <p>Standardized formats described in <i>Minnesota Geographic Metadata Guidelines</i> have been adopted by many Minnesota organizations and is strongly recommended for documenting geospatial data.</p> <p>Help, including documentation tools and training, is available from the Land Management Information Center and other organizations, such as MetroGIS or the Arrowhead Regional Development Commission.²²</p> <p>Data providers should strongly encourage recipients not to redistribute data without also including associated metadata.</p> <p><i>(See Appendix A7)</i></p>

²¹ The *Minnesota Geographic Metadata Guidelines* have been developed by the Minnesota Governor’s Council on Geographic Information and adopted as a best practice for many of the geospatial data producers within Minnesota, including: Minnesota state agencies, MetroGIS, the Arrowhead Regional Development Commission, and others. See www.gis.state.mn.us/stds/metadata.htm for more information about the guidelines. The Minnesota guidelines comply with the federal content standard for metadata, described at www.fgdc.gov/metadata/csdgm/.

²² See www.lmic.state.mn.us/chouse/index.html.

7. Is the data well documented, using state adopted guidelines? ²¹	
YES	NO
	Go to Step 8.

8. Have you prepared a disclaimer statement to protect your organization?	
YES	NO
Go to Step 9.	<p>Prepare disclaimer statement. Prepare a statement that clarifies the intended use of the data and declares that your organization will not be liable for its misinterpretation or misuse.</p> <p><i>(See Appendix A8)</i>²³</p> <p>Go to Step 9.</p>

9. Will technical support and assistance be offered to data users?	
YES	NO
<p>Document the available services and costs. A written explanation describing available services and costs should be prepared and provided with the data.</p> <p><i>(See Appendix A4)</i></p> <p>Go to Step 10.</p>	<p>Clarify the “no support” policy. A written explanation of support expectations should be provided with the data. It is recommended that this explanation be included as part of the metadata statement for the data. Note that Minnesota Statutes require that government organizations explain the “meaning” of their data if asked.</p> <p><i>(See Appendix A9)</i></p> <p>Go the Step 10.</p>

10. Is data distribution <u>completely</u> automated using the worldwide web or FTP download?	
YES	NO
<p>Provide for a means to electronically acknowledge request and conditions. Where totally automated download services are used to deliver data and no license agreement is required, the service should include a mechanism to confirm that users have been informed about disclaimers or conditions of use associated with the data. The solution may take the form of</p>	<p>Prepare and execute written agreements, with supporting documentation. Where data is being delivered on physical media or where authorization to electronically download data requires a signature, written agreements and documentation should be prepared before distributing the data.</p>

²³ See Minnesota Statutes, Chapter 466.03, Subdivision 21.

10. Is data distribution <u>completely</u> automated using the worldwide web or FTP download?	
YES	NO
<p>screens or popup windows that require a response, such as a mouse click, before a download occurs.</p> <p>Where data access is restricted, a password authentication function may be required.</p> <p><i>(See Appendix A10)</i></p>	<p>If signatures are involved, care should be taken to ensure that the parties who sign are authorized to sign on behalf of the organizations being provided the data.</p> <p><i>(See Appendix A10)</i></p>

APPENDIX A EXAMPLES AND SAMPLE LANGUAGE

The following list of samples is referenced in the decision table included in *Making the Most of Geospatial Data Exchange: A Guide for Data Distribution*.

A1. Organization Has No Right to Distribute Data	17
A2. Data is Not Public	18
A3. Nondisclosure Agreement for Data that is Not Public	19
A4. Geospatial Data Availability and Pricing Schedule	21
A5. Cost Justification for Data with Commercial Value	22
A6. Restricting or Qualifying Data Redistribution	26
A7. Sample Data Documentation	28
A8. Disclaimer Statement	38
A9. Technical Support and Assistance Policy	39
A10. Sample Licenses and Agreements	40

APPENDIX A1

Response: Organization Has No Right to Distribute Data

Minnesota Statutes require government entities to provide a timely response to requests for data, whether or not the request can be satisfied. The following fictional example suggests how an organization may respond to a request for data when the data originates with another organization that has the legal right to restrict data redistribution to a third party, expressed through a license or other legal agreement. In such cases, the response should explain the reason for the denial. It is considered a best practice to refer the requester to the originating organization, as illustrated below.

October 1, 2002

Mr. Tom Smith
NorMin GIS Services
1234 Main Street
Central City, MN 55555

Dear Mr. Smith:

This is a follow-up to my September 13, 2002 letter, which responded to your September 6, 2002 request for detailed employment data for Spruce County. We have reviewed your request and determined that we are not entitled to distribute the data you request because of restrictions specified in an agreement we have made with the originating organization, the Minnesota Department of Economic Security.

While Spruce County is not permitted to provide you copies of the requested data, you may wish to explore your request with the MDES contact listed below:

Ms. Sandra Olson
Minnesota Department of Economic Security
390 North Robert Street
St. Paul 55101
Phone: (651) 296-3711

Sincerely,

Jonathon Miller
Spruce County GIS Coordinator

cc: Sandra Olson
Minnesota Department of Economic Security

APPENDIX A2

Response: Data is Not Public Data

Minnesota Statutes require government entities to provide a timely response to requests for data, whether or not the request can be satisfied. The following fictional example suggests how an organization may respond to a request for data that is not public. In such cases, the request must be denied under provisions of the Minnesota Government Data Practices Act. A requestor is entitled to a response that explains the reason for the denied request. At a minimum, the response should reference Minnesota Statutes, Chapter 13 or other appropriate sections of the statutes. A best practice is to be as specific as possible.

October 1, 2002

Mr. Richard Anderson
Norcom Marketing
1234 Airport Road
Minneapolis, MN 55555

Dear Mr. Anderson,

This is a response to your September 27, 2002 request for public assistance household data. Spruce County has reviewed your request and determined that we cannot distribute the data because the data is classified as private data by the Minnesota Government Data Practices Act, Minnesota Statutes, Section 13.46.

Sincerely,

Ms. Jan Dexter
Spruce County GIS Coordinator

APPENDIX A3

Nondisclosure Agreement for Data that is Not Public

Organizations may sometimes provide data classified as not public by the Minnesota Data Practices Act or Federal Freedom of Information Act for specific purposes, with stated restrictions. The following model is offered as a guide for such cases. As is the case for other samples contained within this guide, the model is not intended to be used as is and should be appropriately modified and reviewed by an attorney before being used.

WHEREAS, the name of Minnesota state agency or political subdivision providing the data hereinafter called “**Provider**” who has its principal place of business at mailing address of the entity, that owns and/or is responsible for certain data that it has generated, collected, or otherwise obtained in electronic form also known as name and/or description of the data set to be provided hereinafter called “**Data**”; and

WHEREAS, all or part of the *Data* is classified as “**Not Public**” by Minnesota State statute; and

WHEREAS, (name of entity receiving the data), which has its principal place of business at (mailing address of entity), hereinafter called “**Receiver**” desires a copy of or desires access to the *Data*;

NOW, THEREFORE, in consideration of the following covenants and promises by *Receiver*, *Provider* agrees to provide the *Receiver* a copy of the *Data* to be used exclusively for (identify the specific time frame and/or purpose(s) that the Receiver may use the Data); and

The *Receiver*:

1. Acknowledges that the *Data* to be provided and described in this section is classified “not public” by federal law and/or state statute. [Describe the data that is not public].
2. Covenants and promises that it will only use the *Data* that is necessary for the purposes defined herein and that the *Data* will not be used in any way or for any other purpose than is expressly stated herein.
3. Covenants and promises that it will not convey, transfer, or otherwise disclose in any manner, the *Data* to any individual or entity without proper prior written authorization from the *Provider*.
4. Agrees that nothing in this agreement is a perpetual commitment by the *Provider* to provide access to the *Data*, that such access may be revoked at any time, and that such revocation will not create or result in any action, damage or claims against the *Provider* or any other person or entity.
5. Promises and covenants they will be bound by and will follow the terms and conditions of this Agreement after the *Receiver* is no longer performing the task(s) as defined herein.
6. Promises, covenants and guarantees that the original and all copies of the *Data* will be

APPENDIX A4 Geospatial Data Availability and Pricing Schedule

Public organizations are not permitted to set arbitrary charges for data. For most data, charges are restricted by law to the costs of reproducing the data. In some cases, additional charges may be assessed. Regardless, the Governor’s Council on Geographic Information recommends that organizations document their available data and associated costs. The following is an example.

Geospatial data and maps are available at the Spruce County GIS Department located at 1234 Main Street, Central City, MN.

Access to some of our county’s geospatial data requires signing of a License Agreement prior to receiving it and, in some cases, a fee may also be required. If a license agreement is required, it can be obtained at our GIS department or downloadable on our website (www.xxxx.xxx). Data will be delivered in xxxx format(s). Data is in xxxx coordinates.

The following is a listing of geospatial data available from our county:

Data Types¹	License Required	Data Development Cost Recovery Fee (In Addition to Handling and Reproduction Fee)^{2,3}
Parcels – boundaries and attributes	Yes	\$0.01 per parcel
Contour/Elevation data	Yes	\$12.00/acre
Road center lines	Yes	\$5,000.00 for the entire county
School district boundaries	no	no
Physical features	no	no
Soils	no	no
Wetlands	no	no

¹ See the metadata at XXXXX for the characteristics of available data.

² Cost recovery fees for data development are waived for government and academic users.

³ A data delivery charge of \$25.00 will be added to each request serviced by our staff for handling and reproduction. If the data is delivered via the automated Internet-based delivery system at www.xxx.xxx, there is no fee for handling and reproduction.

Requests for custom data extracts, data reformatting, or services not described here are charged at \$50.00 per hour.

The funds collected from the distribution of data are used to develop and maintain our county’s digital geospatial data.

Note: The fees listed are for illustration purposes only. If your organization decides to impose a fee(s), state law requires that they reflect the experiences of your particular organization.

APPENDIX A5

Cost Justification for Data with Commercial Value

The following is an example of appropriately detailed documentation of charges for recovering costs of data development through fees. It is reproduced from a memorandum prepared by staff from the Metropolitan Council of the Twin Cities. The Minnesota Government Data Practices Act requires organizations to prepare such documentation if data fees are established to recover data development costs. The pertinent section of the Act is cited below. Cost justification examples follow.

Minnesota Statutes, Chapter 13.03(d)

When a request under this subdivision involves any person's receipt of copies of public government data that has commercial value and is a substantial and discrete portion of or an entire formula, pattern, compilation, program, device, method, technique, process, database, or system developed with a significant expenditure of public funds by the agency, the responsible authority may charge a reasonable fee for the information in addition to the costs of making, certifying, and compiling the copies. Any fee charged must be clearly demonstrated by the agency to relate to the actual development costs of the information. The responsible authority, upon the request of any person, shall provide sufficient documentation to explain and justify the fee being charged.

Examples

- Cost Justification Memorandum, Metropolitan Council



Metropolitan Council

Improve regional competitiveness in a global economy

Internal Memorandum

Date: 9/28/00
To: Rick Gelbmann
From: Tanya Mayer
Re: Digital Orthophotography Costs

Background

During the last year, Council staff have been developing a digital orthophotography (rectified aerial photography on CD-ROM) to be used as a layer in the Geographic Information System (GIS) at the Council for the 2000 land use interpretation project. The total Council development cost of this project was **\$83,910 plus an estimated 160 hours** in staff time, **not including** the Metropolitan Council Legal staff time.

Discussion

In 1991, the USGS in cooperation with MN LMIC completed digital orthophotography quadrangles. The Council used USGS specifications for the 1997 and the 2000 digital orthophotography for the 7 county metropolitan area so that the three (3) data sets would be compatible. There is a strong interest in the availability of this up-to-date digital orthophotography data set from governmental agencies, non-governmental organizations and private companies.

Cost of development

2000 AERIAL IMAGERY PROJECT COSTS

PRODUCT	COST
C-99-95 – Aerial Photography/Contact Prints/Camera Calibration Report	\$16,765.00
C-99-95 – Survey Reports	\$6,110.00
C-99-95 – FAAT report, flight line index	\$17,160.00
2 sets of DOQs on CDROM	\$43,875.00
TOTAL	\$83,910.00
ACTIVITY	HOURS
Contract Management Time	120
Planning for, Loading and Checking Digital Data	40
TOTAL	160 Hours

Number of potential purchasers of the digital orthophotography data

State, regional and county government users are likely to include DNR, PCA, BOWSR, LMIC, Metropolitan Mosquito Control, MAC, county surveyor and county planning departments. Most of these organizations have the resources to use the data.

Local government organizations that are likely users include municipalities, school districts, and watershed management organizations. Many of these organizations have the resources to use the data or hire a contractor for additional special products. There are approximately 260 of these organizations.

Non governmental organizations that may wish to use the data include telephone, power and gas utilities, non-profit environmental and social action groups, retail and businesses, and GIS & engineering consulting firms. I estimate at least 15 of these are GIS & engineering consulting firms that provide services to local government organizations.

Value of the data to potential users

The 2000 digital orthophotography data set is the best available region-wide leaf-off digital photography for the Twin Cities metropolitan area. The most recent digital photo data set for the metropolitan area is from 1997 when the Council developed DOQQ for the 1997 land use project. Before that, in 1991, MN and the USGS completed MN DOQ coverage (one of the first state's complete). There are digital photos available at various scales, accuracy, and projections for a number of different spatial extents, but there has been no regional leaf-off, black and white coverage since 1997. The USGS is not planning to update their 1991 Digital Orthophotography product for the State of MN until they have complete U.S. digital orthophotography coverage.

Most local government organizations and some county and regional government organizations find the production of digital orthophotography to be cost prohibitive for their geographic area of interest. However, providing access to this digital orthophotography data set for local areas of interest gives these organizations a valuable tool. Uses may include comprehensive planning, natural resource planning and analysis, land use monitoring, and general presentation graphics for local public meetings.

Recommended Distribution Policy

Provide one set of CD-ROMs to the Data Center who will contract a vendor to make copies of a single CD-ROM or the entire set (covering the entire metropolitan area). These CD-ROMs will be available for MetroGIS participants at a reduced price and a nominal fee for other interested organizations or businesses. Use the same model the Data Center used to distribute the 1997 DOQ data. The Data Center should be the contact point with the customer, set the prices, arrange to get the product, handle the financial transaction, do the marketing, and any other associated tasks to distributing this information. GIS will be used for answering technical questions.

For MetroGIS participants, \$7.50 per CD-ROM, \$585 per set. (Cost of copying, shipping and handling)

For all others, \$25 per CD-ROM, \$1400 per set. (Cost-recover, and cost of copying, shipping and handling)²⁴

²⁴ Although this example does not explicitly show how this price was arrived at, the memo includes information to justify this fee. The \$1400/set cost represents \$815/set in cost-recovery fees. Each set has 78 CD-ROMs. Development costs shown are \$83,910 plus staff time. To recover this cost, 103 complete sets would need to be sold. With a total potential market of 275, total sales are not likely to fully recover development costs.

Companies or other organizations may license the data and generate products that are significantly altered from the original data and distribute that data (in other words, can be reprocessed to the original form). Projecting the DOQs to a new coordinate system is not considered significantly altering the data, and therefore must be completed under license with the Council from the original purchaser. For example, if MARKHURD signs a license agreement, they can modify the original DOQs into a MrSID compressed format and market that file since it is significantly changed. However if Scott Co. requests that MARKHURD (or other service provider) provide them with the DOQs in Scott Co. coordinate system, Scott Co. must be under license agreement with the Council for using those DOQs, the service to project is charged to Scott Co. by MARKHURD, while the resulting projected DOQs are still under license.

APPENDIX A6

Restricting or Qualifying Data Redistribution

Because state law considers most government geospatial data to be public data, prohibiting data redistribution is not recommended without clear justification. State law does permit assessment of a cost-recovery fee for data that has “commercial value.” To protect this revenue stream, governments sometimes prohibit redistribution through license agreements. In other cases, license agreements allow redistribution, but subject to conditions, often to ensure proper attribution, understanding or use of data. For these cases, consider using a license agreement that clearly specifies that the data is copyrighted and includes language similar to the following:

A. No Redistribution Allowed

The Data *[describe data]* covered by this license is copyrighted material. The LICENSEE shall not permit access to the Data or transfer the Data, in whole or in part, including any derivative works or products generated by combining the Data with other data, to any other party or location, without prior written consent of *[Agency Name]*. Any requests for access to or use of the Data shall be referred directly to *[Agency Name]*.

B. Redistribution Allowed with Conditions

The Data *[describe data]* covered by this license is copyrighted material. The LICENSEE is permitted to provide access to the Data or transfer the Data, and any derivative works or products generated by combining the Data with other data, to any other party, provided that the following conditions are met:

1. A complete metadata description accompanies the redistributed Data.
2. The redistributed Data is accompanied by a notice that identifies the original source and purpose of the Data.
3. The receiving organization is notified that subsequent redistribution of the Data should also comply with these conditions.

Where binding restrictions or conditions are not appropriate, as with non-copyrighted public data, a provider may still wish to promote best practices or discourage use of outdated data by using statements that request some course of action by a recipient of data. Note that such statements are not legally binding; recipients of non-copyrighted public data are entitled to use or redistribute the data as they choose. Consider using the following suggested language for a cover letter or metadata file that accompanies the data, if appropriate.

C. Redistribution Discouraged

Spruce County requests that *[name of recipient]* not redistribute to any party the provided Data *[name and description of the data set to be provided]* in whole or in part, including any derivative works or products generated by combining the Data with other data, and further

requests that *[name of recipient]* refer data requests directly to Spruce County, *[name of provider]*, which will respond to the request for Data.

OR

D. Redistribution with Conditions Encouraged

Spruce County requests that *[name of recipient]* not redistribute to any party the provided Data *[name and description of the data set to be provided]* in whole or in part, including any derivative works or products generated by combining the Data with other data, unless the following conditions are met.²⁵

1. A complete metadata description accompanies the redistributed Data.
2. The redistributed Data is accompanied by a notice that identifies the original source and purpose of the Data.
3. The receiving organization is notified that subsequent redistribution of the Data should also comply with these conditions.

²⁵ The list of conditions shown here is a suggested list and may be modified.

APPENDIX A7

Sample Data Documentation

Government organizations must provide understandable explanations of the meaning of public data, when requested. Thorough and accurate documentation is recommended to help meet this obligation. It also is the recommended course of action for avoiding misinterpretation and misuse of data. Documentation also creates institutional memory about an organization's data, which becomes especially important when knowledgeable staff leave or a contractor has produced data. Minnesota has adopted the Minnesota Geographic Metadata Guidelines as a best practice for data documentation. The following is an example of well-documented data using the Minnesota guideline.

Minnesota Public Land Survey System: Sections (TRS)

This page last updated: 09/28/2000

Metadata created using [Minnesota Geographic Metadata Guidelines](#)

Metadata Summary

Originator	Minnesota Land Management Information Center (LMIC)
Abstract	<p>Beginning in the late 1840's, the federal government began surveying Minnesota as part of the Public Land Survey System (PLSS). The resulting network of land survey lines divided the state into townships, ranges, sections, quarter sections, quarter-quarter sections and government lots, and laid the groundwork for contemporary land ownership patterns.</p> <p>This digital version of the Public Land Survey System in Minnesota is referred to as the TRS dataset since it represents the Township, Range, and Section divisions of the state. The township, range and section boundaries were digitized at LMIC from stable base mylars of the USGS 30-minute latitude by 60-minute longitude map series (1:100,000 scale). All survey lines were extended across water bodies despite the fact that USGS base maps depict them only on land. This addition allows all sections and townships to be represented as closed areas (polygons) ensuring that township and range location can be determined for any point in the state. It also means that the dataset is not affected if lake levels change over time.</p>
Browse Graphic	View a sample of the data.
Time Period of Content Date	
Currentness Reference	<p>The source for this data set is the USGS 30-minute latitude by 60-minute longitude map series (1:100,000 scale). The following list identifies each of the 71 Minnesota maps in the series by its published map name and the date of map publication. The publication dates range between 1976 and 1994:</p> <p>Ada 1984, Aitkin 1994, Albert Lea 1985, Angle Inlet 1985, Anoka 1985, Austin 1985, Basswood Lake 1977, Battle Lake 1986, Baudette 1976, Bigfork 1976, Blackduck 1978,</p>

Brainerd 1986, Brookings 1985, Brule Narrows 1978, Cass Lake 1977, Cavalier 1985, Clear Lake 1985, Crane Lake 1978, Crookston 1984, Detroit Lakes 1986, Duluth 1980, Ely 1994, Fairmont 1985, Fargo 1985, Faribault 1985, Fosston 1985, Glencoe 1986, Grafton 1985, Grand Forks 1985, Grand Marais 1977, Grand Portage 1985, Grantsburg 1985, Grygla 1977, Hallock 1985, Hastings 1985, Hibbing 1978, International Falls 1978, La Crosse 1990, Lake Itasca 1985, Lake Minnewaska 1986, Litchfield 1986, Littlefork 1978, Milbank 1985, Mille Lacs Lake 1985, Montevideo 1986, Mora 1991, New Ulm 1986, Oak Island 1985, Outer Island 1990, Pigeon Point 1985, Pine River 1976, Pokegama Lake 1992, Port Wing 1980, Rochester 1985, Roseau 1976, Saganaga Lake 1976, Saint Paul 1985, Sandstone 1980, Sioux Falls 1985, St. Cloud 1986, Stillwater 1985, Thief River Falls 1985, Tracy 1986, Two Harbors 1976, Upper Red Lake 1978, Vermillion Lake 1994, Wahpeton 1985, Wheaton 1985, Willmar 1986, Winona 1985, Worthington 1985.

Access Constraints None

Use Constraints Redistribution Conditions: In obtaining these data from LMIC, it is understood that you and/or your organization have the right to use them for any internal purpose. If you modify them, you should document those changes in a metadata record that should accompany all redistributed data. If you transmit or provide these data in any form to another user, the data MUST be accompanied by a copy of LMIC's disclaimer NOTICE.TXT and all documentation provided with the original data set including the full metadata record.

Distributor Organization Minnesota Land Management Information Center (LMIC)

This data set is distributed on the internet by clicking below after Online Linkage. Doing so will tell your browser to start downloading a self-extracting 'ZIP' file (41.2 megabytes) which will contain the following:

- Ordering Instructions**
1. The statewide files in Arc Export format (.e00): TRS, TR (township & range, but no county or sections), CTR (township, range & county), CTY (county boundaries), BNDY (state boundary).
 2. The same statewide files in shapefile format (.shp, .shx, .dbf).
 3. Metadata (.htm) file for the dataset
 4. NOTICE.RTF, an important notice about this data set that can be read by most word processing software, and an ASCII text version of the same notice (NOTICE.TXT)

After downloading this self-extracting 'zip' file (which will have an 'exe' extension), simply execute (run) the file. (For example, you can double click it from Windows Explorer or File Manager). Doing this will automatically extract the files described above. You can then delete file types that you do not need, if any.

Online Linkage [Click here](#) to download data. (See Ordering Instructions above for details.) By clicking here, you agree to the notice in "Distribution Liability" in Section 6 of this metadata.

Full Metadata

Minnesota Public Land Survey System: Sections (TRS)

Go to Section:

- [1. Identification](#)
- [2. Data Quality](#)
- [3. Spatial Data Organization](#)
- [4. Spatial Reference](#)
- [5. Entity and Attribute](#)
- [6. Distribution](#)
- [7. Metadata Reference](#)

Section 1	Identification Information	Top of page
Originator	Minnesota Land Management Information Center (LMIC)	
Title	Minnesota Public Land Survey System: Sections (TRS)	
Abstract	<p>Beginning in the late 1840's, the federal government began surveying Minnesota as part of the Public Land Survey System (PLSS). The resulting network of land survey lines divided the state into townships, ranges, sections, quarter sections, quarter-quarter sections and government lots, and laid the groundwork for contemporary land ownership patterns.</p> <p>This digital version of the Public Land Survey System in Minnesota is referred to as the TRS dataset since it represents the Township, Range, and Section divisions of the state. The township, range and section boundaries were digitized at LMIC from stable base mylars of the USGS 30-minute latitude by 60-minute longitude map series (1:100,000 scale). All survey lines were extended across water bodies despite the fact that USGS base maps depict them only on land. This addition allows all sections and townships to be represented as closed areas (polygons) ensuring that township and range location can be determined for any point in the state. It also means that the dataset is not affected if lake levels change over time.</p>	
Purpose	Many irregularities occur when the theory of the PLSS is applied to land surveys on the ground. However, the PLSS acts today as the structure around which all legal descriptions of land parcels in Minnesota are based. It is, therefore, an important framework for most geographic investigations that require information about land ownership. PLSS information is intended to be used for regional studies conducted at the county or multi-county level. The section lines are not meant to be used as legal records.	
Time Period of Content Date		
Currentness Reference	<p>The source for this data set is the USGS 30-minute latitude by 60-minute longitude map series (1:100,000 scale). The following list identifies each of the 71 Minnesota maps in the series by its published map name and the date of map publication. The publication dates range between 1976 and 1994:</p> <p>Ada 1984, Aitkin 1994, Albert Lea 1985, Angle Inlet 1985, Anoka 1985, Austin 1985, Basswood Lake 1977, Battle Lake 1986, Baudette 1976, Bigfork 1976, Blackduck 1978, Brainerd 1986, Brookings 1985, Brule Narrows 1978, Cass Lake 1977, Cavalier 1985, Clear Lake 1985, Crane Lake 1978, Crookston 1984, Detroit Lakes 1986, Duluth 1980, Ely 1994, Fairmont 1985, Fargo 1985, Faribault 1985, Fosston 1985, Glencoe 1986, Grafton 1985,</p>	

Grand Forks 1985, Grand Marais 1977, Grand Portage 1985, Grantsburg 1985, Grygla 1977, Hallock 1985, Hastings 1985, Hibbing 1978, International Falls 1978, La Crosse 1990, Lake Itasca 1985, Lake Minnewaska 1986, Litchfield 1986, Littlefork 1978, Milbank 1985, Mille Lacs Lake 1985, Montevideo 1986, Mora 1991, New Ulm 1986, Oak Island 1985, Outer Island 1990, Pigeon Point 1985, Pine River 1976, Pokegama Lake 1992, Port Wing 1980, Rochester 1985, Roseau 1976, Saganaga Lake 1976, Saint Paul 1985, Sandstone 1980, Sioux Falls 1985, St. Cloud 1986, Stillwater 1985, Thief River Falls 1985, Tracy 1986, Two Harbors 1976, Upper Red Lake 1978, Vermillion Lake 1994, Wahpeton 1985, Wheaton 1985, Willmar 1986, Winona 1985, Worthington 1985.

<i>Progress</i>	Complete
<i>Maintenance and Update Frequency</i>	As needed
<i>Spatial Extent of Data</i>	State of Minnesota (does not extend beyond state boundaries)
<i>Bounding Coordinates</i>	-97.5 -89.0 49.5 43.5
<i>Place Keywords</i>	Minnesota
<i>Theme Keywords</i>	Boundaries, State Boundary, County Boundaries, Township Boundaries, Section Boundaries, U.S. Public Land Survey System, PLSS
<i>Theme Keyword Thesaurus</i>	None
<i>Access Constraints</i>	None
<i>Use Constraints</i>	Redistribution Conditions: In obtaining these data from LMIC, it is understood that you and/or your organization have the right to use them for any internal purpose. If you modify them, you should document those changes in a metadata record that should accompany all redistributed data. If you transmit or provide these data in any form to another user, the data MUST be accompanied by a copy of LMIC's disclaimer NOTICE.TXT and all documentation provided with the original data set including the full metadata record.
<i>Contact Person Information</i>	Norman Anderson, Research Analyst Minnesota Land Management Information Center (LMIC) 658 Cedar Street, 330 Centennial Building St. Paul, MN 55155 Phone: 651-296-1211 FAX: 651-296-1212 E-mail: clearinghouse@mnplan.state.mn.us
<i>Browse Graphic</i>	View a sample of the data.
<i>Browse Graphic File Description</i>	Not applicable
<i>Associated Data Sets</i>	Mn/DOT BaseMap This CD collection contains several layers of public land survey system data. The dataset does not include attributes, and sections are built as lines, not polygons. For more information, see http://lucy.lmic.state.mn.us/metadata/basemap.html or contact Mn/DOT at 651-215-1973.

Minnesota Public Land Survey System Section Corner Database: SECTIC-24K
 SECTIC-24K is a digital file of the Public Land Survey System section corners of Minnesota as recorded on the most recent editions of the U.S. Geological Survey's 1:24,000-scale 7.5-minute quadrangle map series. Also included are software utilities that: 1. provide user-specified section corner extraction from the SECTIC-24K database by county, quadrangle or township, 2. convert among PLSS, UTM and latitude/longitude coordinates, and between NAD27 and NAD83 datum values, and 3. create user-defined output files in dBASE format. For more information or to download SECTIC at no charge, see: <http://lucy.lmic.state.mn.us/metadata/sectic.html> or contact LMIC.

Minnesota Public Land Survey System: TRSQ (Township, Range, Section, Quarter-quarter)
 This dataset contains county, township, range, and section boundaries digitized at LMIC from USGS 1:100,000-scale maps. Quarter-section and quarter-quarter section subdivisions were calculated using the digitized sections. All lines were extended across water bodies. Attributes are included. LMIC distributes this data set. See <http://lucy.lmic.state.mn.us/metadata/trsq.html> for more information or contact LMIC.

Control Point Inventory, Minnesota Department of Natural Resources (MnDNR)
 This is a multi-agency effort to create a database that provides a comprehensive public land survey point referencing system. It is intended to hold the most current and accurate set of coordinate points which can be used as a GIS base layer. A coordinate value for each PLSS section corner was obtained by digitizing 1:24,000 USGS quad maps. SECTIC-24K was used as one source of information to construct the Control Point Inventory. As available, more accurate coordinates and PLSS points to the 40 corner or the government lot level are added. MnDNR distributes this data set. Contact Larry Swenson at 651-297-3793.

Public Land Survey (PLS), Minnesota Department of Natural Resources (MnDNR) [ongoing since 1994]
 The land survey information in this dataset is constructed using section corner coordinates (and other PLSS corners if available) from the Control Point Inventory as well as information from the original surveyors' notes and plat maps. Quarter-quarter section and government lot boundaries and meander corners are proportioned using Cadastral Measurement Management software from the U.S. Bureau of Land Management. Meander lines are added with ArcCOGO using the bearings and distances from the original survey notes. The section lines and Indian reservation boundaries are extended across water bodies, but the smaller subdivision lines are not. Attributes are included. MnDNR - Division of Minerals distributes this data set. Contact Jill Bornes at 651-296-1879.

Section 2	Data Quality Information	Top of full metadata	Top of page
<i>Attribute Accuracy</i>	No statistical attribute assessment has been performed. All township and range numbers, and sample section identifiers were plotted at a 1:100,000 scale to test for proper label assignments. All codes were checked for consistency across sheets by dissolving polygons by 1:100,000-scale sheet and by county. Dissolves were reviewed for miscoding and then the miscodes were corrected after reviewing the surrounding sections. Frequencies were run on all items in the statewide dataset to make sure that all values were within their proper range (e.g., all section numbers were between 1 and 36).		
<i>Logical Consistency</i>	Data have been topologically structured and verified.		
<i>Completeness</i>	Township, range, and section areas are complete statewide.		
<i>Horizontal Positional Accuracy</i>	The USGS National Mapping Division's Mid-Continent Mapping Center estimated the horizontal positional accuracy to be .007 inch on the map (within 58 feet on the ground).		

USGS tested township, range and section lines for two files, Anoka and Battle Lake, in August of 1993. The following evaluation was submitted to LMIC on September 1, 1993 in a letter from Mapping Center Chief Merle E. Southern: 'The positional accuracy of the Minnesota LMIC PLSS data evaluated met most of our recently adopted acceptance/rejection criteria. Tests of three thirty-minute segments all showed standard errors for x and y to be 5-mils [0.005 inch] or less. Tracking test on two segments were generally acceptable -- one line was encountered that was 12-mils off. No deviations of more than 11-mils are allowed. Shaping of line work was acceptable.'

Vertical Positional Accuracy Not applicable

Lineage The TRS data set was developed at LMIC as part of the 1992 Control Point Inventory program funded by the Legislative Commission on Minnesota Resources - - see Associated Datasets element for more information on the program. LMIC used the following procedure:

1. Section lines were digitized from USGS 1:100,000 stable base mylar maps for the 71 30-by-60-minute quadrangles that cover the state of Minnesota. Maps were registered using the 30'x60' quadrangle corners. The RMS error was less than .004 using the tolerance command with a tic match of 6 meters. Maps are all in the NAD27 datum.
2. Checkplots were made at a scale of 1:100,000. Lines were reviewed using visual editing to ensure that the checkplot and mylar lines were within a line width of each other.
3. Each section polygon was labeled with its county, township, range, direction (east or west), and section (CTRS) identification.
4. Another 1:100,000-scale checkplot was made and the CTRS polygon codes were reviewed and corrected as needed.
5. Section corner tics were added by snapping the 1:24,000-scale tics from the Control Point Inventory to the intersection of the TRS digitized section lines.
6. A final 1:100,000-scale color plot was produced and reviewed, and corrections were made as needed.
7. Several statewide files were created from the 30'x60' tiles by dissolving on each of the CTRS items in succession. The resulting files contained CTRS, CTR, county boundaries, and state boundary. The statewide files were reviewed for errors during the dissolve process and then by running frequencies and by visually reviewing on screen.
8. Files were converted to the NAD83 datum.
9. A series of files have also been generated by county: TRS, TR, and county boundary. These files are in final visual review for errors.

Source Scale Denominator 100000

Section 3	Spatial Data Organization Information	Top of full metadata	Top of page
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Native Data Set Environment	ARC/INFO, Version 7.2.1
Geographic Reference for Tabular Data	None
Spatial Object Type	Vector
Vendor Specific	Arc, Polygon, Node, Label Point

Object Types

Tiling Scheme Statewide, county, and 30-minute latitude by 60-minute longitude geographic areas corresponding to the USGS 1:100,000-scale base map series coverage for Minnesota.

Section 4	Spatial Reference Information	Top of full metadata	Top of page
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<i>Horizontal Coordinate Scheme</i>	UTM
<i>Ellipsoid</i>	GRS80
<i>Horizontal Datum</i>	NAD83
<i>Horizontal Units</i>	Meters
<i>Distance Resolution</i>	
<i>Altitude Datum</i>	Not applicable
<i>Altitude Units</i>	Not applicable
<i>Depth Datum</i>	Not applicable
<i>Depth Units</i>	Not applicable
<i>Cell Width</i>	
<i>Cell Height</i>	
<i>Latitude Resolution</i>	
<i>Longitude Resolution</i>	
<i>UTM Zone Number</i>	15E
<i>SPCS Zone Identifier</i>	
<i>County Coordinate Zone Identifier</i>	
<i>Coordinate Offsets or Adjustments</i>	None
<i>Map Projection Name</i>	
<i>Map Projection Parameters</i>	
<i>Other Coordinate System's Definition</i>	

Section 5**Entity and Attribute Information**[Top of full metadata](#)[Top of page](#)**Entity and Attribute Overview**

The Public Land Survey System features described in this dataset are represented as attributed polygons and label points. The following information is included for each polygon (field names appear capitalized in parentheses):

1. County (FIPS_COUN) - the Federal Information Processing Standard three-digit county code. Values are 1-173.
2. County (COUN) - a two digit county code. Values are 1-87.
3. Township (TOWN) - a three digit PLSS township number. Values are 26-168. The direction is assumed to be north. Township 58 1/2 in Range 17 (St. Louis County) is numbered 58. See FRACTION_TWP code to distinguish from Township 58.
4. Range/Direction (RANG) - a two digit PLSS range number (values are 1-51) with an additional direction indicator: East = 1, West = 2. Range 42 1/2 in Townships 159 and 160 (Roseau County) is numbered 42. See FRACTION_TWP to distinguish from Range 42.
5. Direction (DIR) - a one digit direction indicator: East = 1, West = 2.
6. Section (SECT) - a two digit PLSS section number. Values are 1-36.
7. Fractional township (FRACTION_TWP in coverage format; FRACTION_T in shapefile format) - A flag to indicate whether the township is a fractional (half) one. Y = YES; N = NO.
8. Township and Range (TWP_LABEL) - A character item to use when creating township and range labels. Includes the characters: T, R and range direction, e.g., T164 R51W.
9. Acreage (ACRES) - area in acres calculated from the dataset for each PLSS subdivision. This value represents a calculated value from the digital dataset. It DOES NOT represent the results of a land survey.

Entity and Attribute Detailed Citation**Section 6****Distribution Information**[Top of full metadata](#)[Top of page](#)**Publisher**

Minnesota Land Management Information Center (LMIC)

Publication Date

1999

Contact Person Information

Nancy Rader
 Data Distribution and Coordination Specialist
 Minnesota Land Management Information Center (LMIC)
 658 Cedar Street, 330 Centennial Building
 St. Paul, MN 55155
 Phone: 651-296-1211
 FAX: 651-296-1212
 E-mail: clearinghouse@mnplan.state.mn.us

Distributor's Data Set Identifier TRS

Distribution Liability DISTRIBUTION LIABILITY STATEMENT
For data delivered on-line or by physical media by
The Land Management Information Center, MN Planning
November 1998

Limitations: Although extensive effort has been made to produce error free and complete data, all geographic information has limitations due to the scale, resolution, date and interpretation of the original source materials. You should consult available data documentation (metadata) for these particular data to determine their limitations and the precision to which they depict distance, direction, location or other geographic characteristics. These data may be subject to periodic change without prior notification.

No Warranty: This data is provided as is, without any warranty whatsoever, including but not limited to any warranty as to its performance, merchantability, or fitness for any particular purpose.

Liability: The entire risk as to the results of the use of these data is assumed by the user. LMIC is not responsible for any interpretation or conclusions based on these data made by those who acquire or use it. LMIC shall not be liable for any direct, indirect, special, incidental, compensatory or consequential damages or third party claims resulting from the use of these data, even if LMIC has been advised of the possibility of such potential loss or damage. In States that do not allow the exclusion or limitation of incidental or consequential damages, you may not use these data.

Redistribution Conditions: In obtaining these data from LMIC, it is understood that you and/or your organization have the right to use them for any internal purpose. If you modify them, you should document those changes in a metadata record that should accompany all redistributed data. If you transmit or provide these data in any form to another user, the data MUST be accompanied by a copy of this disclaimer and all documentation provided with the original data set including the full metadata record.

Data Delivered on Electronic Media: If these data have been requested from LMIC on magnetic media, CD-ROM or any other physical media, LMIC will deliver this product in the computer-readable format agreed upon with the requestor. LMIC will re-issue these data if they are determined unreadable by correctly adjusted computer input devices, or when the medium is delivered in a damaged condition. Requests for re-issue of this digital data product must be made within 30 days of the date shipped from LMIC.

Transfer Format Name Arc/Info Export or shapefile

Transfer Format Version Number 7.2.1

Transfer Size A zipfile with all state files is 41.2 megabytes. TRS (unzipped) is 59.6 megabytes (.e00 format); 29.1 megabytes (shapefile format).

Ordering Instructions This data set is distributed on the internet by clicking below after Online Linkage. Doing so will tell your browser to start downloading a self-extracting 'ZIP' file (41.2 megabytes) which will contain the following:

1. The statewide files in Arc Export format (.e00): TRS, TR (township & range, but no county or sections), CTR (township, range & county), CTY (county boundaries), BNDY

(state boundary).

2. The same statewide files in shapefile format (.shp, .shx, .dbf).

3. Metadata (.htm) file for the dataset

4. NOTICE.RTF, an important notice about this data set that can be read by most word processing software, and an ASCII text version of the same notice (NOTICE.TXT)

After downloading this self-extracting 'zip' file (which will have an 'exe' extension), simply execute (run) the file. (For example, you can double click it from Windows Explorer or File Manager). Doing this will automatically extract the files described above. You can then delete file types that you do not need, if any.

Online Linkage

[Click here](#) to download data. (See Ordering Instructions above for details.) By clicking here, you agree to the notice in "Distribution Liability" above.

Section 7	Metadata Reference Information	Top of full metadata	Top of page
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Metadata Date

09/28/2000

Contact Person Information

Nancy Rader, Data Distribution and Coordination Specialist
Minnesota Land Management Information Center (LMIC)
658 Cedar Street, 330 Centennial Building
St. Paul, MN 55155
Phone: 651-296-1211
FAX: 651-296-1212
E-mail: clearinghouse@mnplan.state.mn.us

Metadata Standard Name

Minnesota Geographic Metadata Guidelines

Metadata Standard Version

1.2

Metadata Standard Online Linkage

<http://www.lmic.state.mn.us/gc/stds/metadata.htm>

APPENDIX A8

Disclaimer Statement

Minnesota law²⁶ provides municipalities, defined as any political subdivision of the state, legal protection from claims “based on alleged or actual inaccuracies in geographic information systems data, arising from the public's use of GIS data” if that organization provides a disclaimer about the accuracy of the information. While the provision does not explicitly reference state agencies, a disclaimer is considered to offer similar protection.

The Minnesota Governor’s Council on Geographic Information suggests that government organizations include the following disclaimer statement with any data it distributes. The statement is similar to statements already used by many Minnesota agencies, most of which have received attorney review. Lawyers often insist on the capitalization included in this sample.

The [Name of Organization] makes no representation or warranties, express or implied, with respect to the use or reuse of data provided herewith, regardless of its format or the means of its transmission. THE DATA ARE PROVIDED "AS IS" WITH NO GUARANTEE OR REPRESENTATION ABOUT THE ACCURACY, CURRENCY, SUITABILITY, PERFORMANCE, MERCHANTABILITY, RELIABILITY, OR FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE. The [Name of Organization] shall not be liable for any direct, indirect, special, incidental, compensatory or consequential damages or third party claims resulting from the use of these data, even if the [Name of Organization] has been advised of the possibility of such potential loss or damage. These data may not be used in states that do not allow the exclusion or limitation of incidental or consequential damages.

Though it may not offer as much protection, the following briefer alternative may be adequate:

This data is provided on an "AS IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to its performance, merchantability, or fitness for any particular purpose.

NOTE: These disclaimers have no bearing on data about individuals. Minnesota state law requires government entities to keep data on individuals accurate, complete and current.

²⁶ See Minnesota Statutes (2001), Section 466.03, Subdivision 21.

APPENDIX A9

Technical Support and Assistance Policy

Organizations may be surprised by the “tails” that sometimes follow the distribution of geospatial data. While technical GIS users may be fully aware of the characteristics of distributed data and how to use it, others may need help. Minnesota law requires organizations to inform requestors of the “meaning” of their data, if requested. However, few organizations are funded adequately to respond to more extensive requests for help. A written statement of policy, prominently published and provided with a data request, is strongly recommended. The following is an example of such a policy.

Spruce County distributes its geospatial data on compact disks in AutoCAD (.dxf) and ArcView shapefile formats. Spruce County does not charge a fee for assistance to digital data recipients for issues related to the reading or copying data from CDs, missing or corrupt data, metadata, file names or directory structures. Additional technical assistance is available as a service for a fee. No fee will be charged for explaining content and meaning of data provided.

APPENDIX A10

Sample Agreements

The following examples represent cases where public agencies wish to specify the conditions of use for data provided by public agencies or require some type of formal acknowledgement of acceptance by the requestor. In cases where data is provided through a “self-service” mechanism requiring no signed document, the formal acknowledgement may be achieved by requiring a user to view and acknowledge the terms on a notification screen. Where an organization chooses to require a signature acknowledgement, a license agreement may be appropriate.

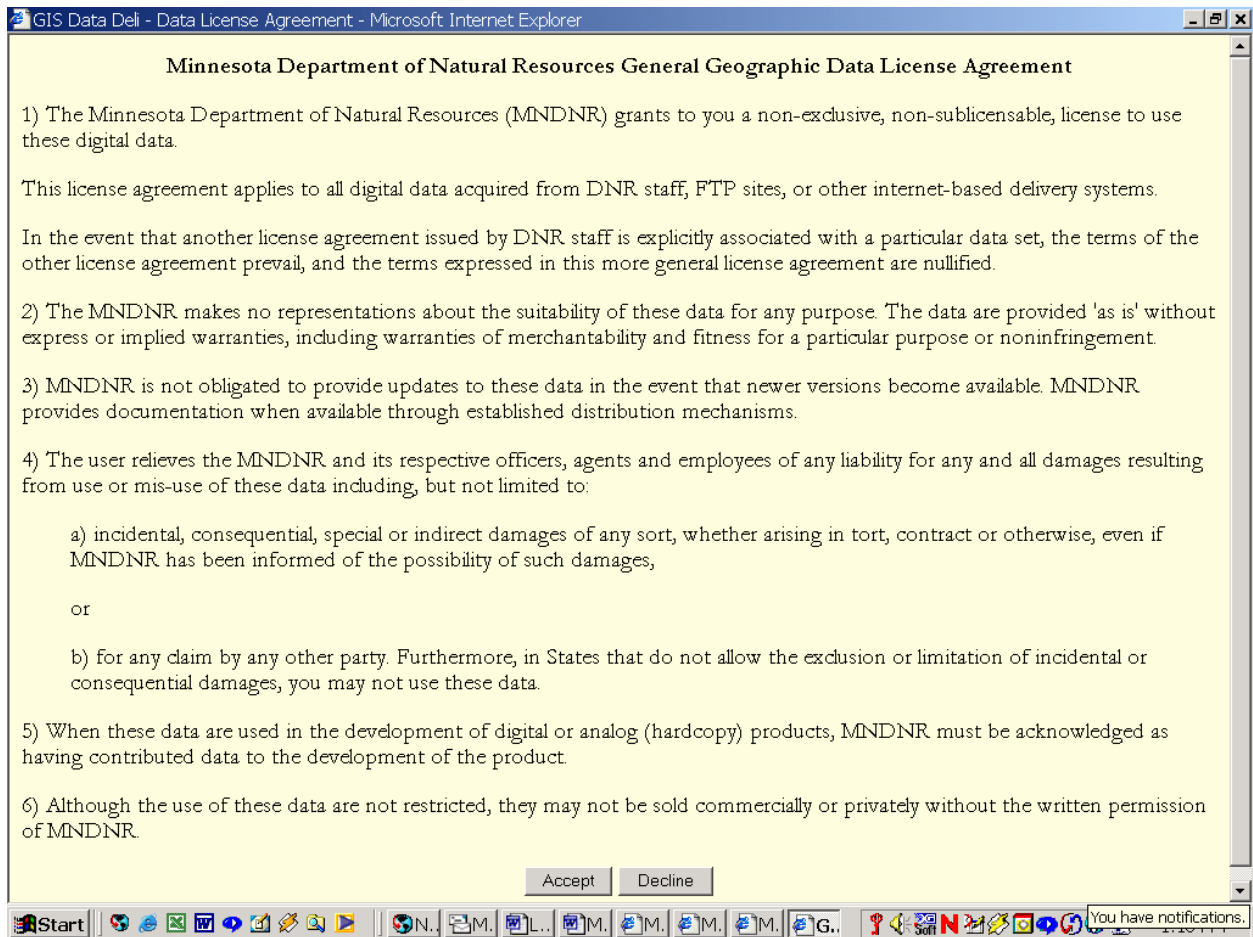
Examples:

- Acknowledgement for Totally Automated “Self-Service” Distribution (Minnesota DNR)
- License to use Copyrighted Material (Minnesota Department of Transportation)
- License Agreement for County Data (Carver County)
- Third Party Agreement (Carver County)

APPENDIX A10 Sample Agreements (Continued)

Example A. Acknowledgement for Totally Automated “Self-Service” Distribution

The following acknowledgement is required before a requestor may download data from the Data Deli, a web service offered by the Minnesota Department of Natural Resources that provides the public with access to data it maintains.



APPENDIX A10

Sample Agreements (Continued)

Example B. License to Use Copyrighted Material

Some state agencies make their data available to the public using license agreements. Though cost recovery for data development is not an issue, they may wish users to explicitly acknowledge certain terms and conditions associated with use of their copyrighted data. The following sample is adapted from a license agreement that has been used by a state agency.

Limited License to Use Copyrighted Material

This LICENSE is issued by the State of Minnesota, by and through its Department of [Agency Name], hereinafter referred to as LICENSOR, to:

LICENSEE: *Name*
Address

[Agency Name] grants to the LICENSEE a non-exclusive, non-transferable, royalty free LICENSE to use the [copyright material] described in Section 1 of this LICENSE, upon the following terms and conditions:

1. LICENSED MATERIAL

The LICENSEE is licensed to use [detailed description of material, what it is, what it is not]

2. RESTRICTIONS ON USE

- A. LICENSEE must be [detailed limitation on who the licensee must be, if applicable].
- B. [Copyright material] shall be used by the LICENSEE only for [describe acceptable use]. No other use shall be made of [copyright material], except with prior written permission of [Agency Name].
- C. [Any other specific limitations on use].

3. ENDORSEMENT OF PRODUCTS

The LICENSEE shall not state or imply that [Agency Name] endorses or approves of any interpretations or products derived by the LICENSEE from [copyright material], unless [Agency Name] provides express written consent prior to release of the interpretation or product.

4. ASSIGNMENT OR TRANSFER OF LICENSE

The LICENSEE may not assign, delegate, sublicense or otherwise transfer this LICENSE or any rights or obligations under this LICENSE to any other party, except with the prior written consent of [Agency Name]. This LICENSE shall be binding upon the LICENSEE'S respective licensors, assignees and transferees, if consented to by [Agency Name].

5. ACCESS TO AND TRANSFER OF [COPYRIGHT MATERIAL]

The LICENSEE shall not permit access to [copyright material], in whole or in part, by any other party, nor transfer [copyright material], in whole or in part, to any other party or location, without prior written consent of [Agency Name]. Any requests for access to or use of [copyright material] shall be referred directly to [Agency Name].

6. LICENSE LOCATION

The LICENSEE may use [copyright material], subject to the restrictions contained in this LICENSE, only at the LICENSEE'S computer facilities, located at [licensee's address]. If [copyright material] is loaded on a server, access must be restricted to LICENSEE.

7. COPYRIGHT NOTICE

The LICENSEE shall protect [Agency Name]'s copyright interest in [description of material] by including, in any authorized derivative or compilation product, including any electronic product, an appropriate copyright notice in the name of [Agency Name].

The copyright notice shall state "Copyright (year) (name)" or a substantially similar copyright notice. (For example, "Copyright 2001, State of Minnesota, [Agency Name].) The LICENSEE is responsible for enforcing, at its own expense, the copyright interest of [Agency Name] against any infringement of said copyright for products produced by the LICENSEE under this LICENSE.

8. ACKNOWLEDGMENT

The LICENSEE, when using [copyright material] shall acknowledge [Agency Name] as the source of the information. This shall be done by printing the following (or a substantially equivalent) statement on any material produced using [copyright material].

[Copyright material] included here were provided by the [Agency Name], and were current as of [date delivered]. There may inaccuracies in the [copyright material] of which [Agency Name] is not aware and shall not be held responsible for. Permission to use these models does not imply endorsement or approval by [Agency Name] of any interpretations or products derived from the [copyright material.]

9. [AGENCY NAME] LOGOS

This LICENSE does not authorize the LICENSEE to use [Agency Name] logos, trademarks or any other identification marks or symbols, except with prior written consent of [Agency Name].

10. RENEWAL AND TERMINATION OF AGREEMENT; UPDATE OF DATA

- A. This LICENSE is granted for [term of years] and shall terminate on the anniversary date on which the final required signature to this agreement is obtained.
- B. At the written request of the LICENSEE, and at the discretion of [Agency Name], a new LICENSE may be issued for a [term] period. If a new license is issued, [Agency Name] will attempt to provide the LICENSEE an updated version of [copyright material], subject to availability of staff and funds. The LICENSEE agrees to use this updated version, if provided by [Agency Name], to replace the prior version on any computer on which it resides within two weeks of receipt.
- C. Either party may terminate, without cause, this LICENSE thirty (30) days after providing written notice to the other party at any time. Upon termination of this LICENSE, the LICENSEE shall return to [Agency Name] the original [copyright material] transfer media, together with any authorized copies, and purge [copyright material] from any computer or storage medium on which it resided.
- D. [Agency Name] bears no responsibility for modifying [copyright material] in any way to meet specific needs of the LICENSEE.

11. DISCLAIMER

[COPYRIGHT MATERIAL] IS MADE AVAILABLE ON AN "AS IS" BASIS, WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY SORT INCLUDING, SPECIFICALLY, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY, OR WARRANTIES RELATING TO THE ACCURACY OR COMPLETENESS OF [COPYRIGHT MATERIAL] OR ITS ABILITY TO RUN ON LICENSEE'S SYSTEM. THE LICENSEE AGREES TO INDEMNIFY AND HOLD [AGENCY NAME] HARMLESS FROM ANY LIABILITY INCURRED WITH LICENSEE'S USE OF [COPYRIGHT MATERIAL].

12. PRODUCTS PRODUCED

The LICENSEE shall notify [AGENCY NAME] of any products produced using all or part of [copyright material], and at [Agency Name]'s request, provide one copy of any such products produced. Said products shall be delivered free of charge to the State Representative (identified in Section 14) on or before publication.

13. NOTIFICATION TO [AGENCY NAME]

The LICENSEE shall notify [*Agency Name*] in writing within thirty (30) days of the discovery of any errors or any other needed corrections or modifications to [*copyright material*]. The LICENSEE hereby grants to [AGENCY NAME] a perpetual, irrevocable, non-exclusive, royalty-free LICENSE to use said information.

14. STATE REPRESENTATIVE

Questions regarding the administration of this LICENSE or use of [*copyright material*] should be referred to:

Name
Address
Title

Phone
FAX
E-mail

15. VENUE AND JURISDICTION

This LICENSE shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this LICENSE, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. AUTHORIZATION

The signatory for the LICENSEE represents and warrants that the signatory is authorized to execute this document on behalf of the requesting organization or entity.

(CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have caused this LICENSE to be duly executed, intended to be bound thereby.

[LICENSEE NAME]

By: _____
Name
Title: _____
Date: _____

STATE OF MINNESOTA, DEPARTMENT OF [AGENCY NAME]

By: _____
Name
Title: _____
Date: _____

STATE OF MINNESOTA, DEPARTMENT OF ADMINISTRATION

By: _____
Name
Title: _____
Date: _____

Approved as to form and execution:

STATE OF MINNESOTA, OFFICE OF THE ATTORNEY GENERAL

By: _____
Name
Title: _____
Date: _____

Example C. License Agreement for County Data (Carver County)

The following license agreement currently is used by Carver County to specify terms and conditions of use for data it provides to requestors of data from other government organizations. In this agreement, Carver County includes a "commercial value" provision that references its intent to charge private users a fee for the data.²⁷ Carver County also requires a Third Party Agreement if the data is to be used by a "private user" on behalf of the "public user." The Third Party Agreement follows as Example C.

**CARVER COUNTY
GEOGRAPHIC INFORMATION SYSTEMS
GIS DATA BASE LICENSE AGREEMENT**

"User" Name:		
<input checked="" type="checkbox"/> Public User <input type="checkbox"/> Private User	License No. 003	License Fee: \$0.00
Licensed Geographic Information System Data Base(s):		
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		

THIS GIS DATA BASE LICENSE AGREEMENT ("License Agreement") is made and entered into by and between Carver County ("County"), a political subdivision of the State of Minnesota, and the individual, organization or entity identified above as "User."

WHEREAS, the County represents that the geographic information system data base(s) ("GIS Data") identified above are public government data that have commercial value and were developed with significant expenditures of public funds by the County; and

WHEREAS, Minnesota Statutes section 13.03, subdivision 3 authorizes the County to charge a reasonable fee for the GIS Data to recover actual development costs as well as the costs of making, certifying and compiling copies of the GIS Data; and

WHEREAS, the purpose of this License Agreement is to make public government data accessible to the public and to protect the public's interest in recovering the significant expenditures of public funds used to develop the commercially valuable GIS Data.

NOW THEREFORE, in consideration of the mutual terms and conditions stated in this License Agreement, the County and User agree as follows:

²⁷ Although this agreement has been used by Carver County for some time, note that it does not include a copyright statement. Adding a copyright statement is highly recommended.

I. DEFINITIONS

1.01 "GIS Data" means the geographic information system data base(s) identified above which were developed by the County and which are subject to and governed by this License Agreement.

1.02 "Metropolitan Area" means the nineteen counties surrounding Minneapolis and Saint Paul including Anoka, Carver, Chisago, Dakota, Goodhue, Hennepin, Isanti, LeSueur, McLeod, Ramsey, Rice, Scott, Sherburne, Sibley, Washington and Wright counties in Minnesota and Pierce, Polk and St. Croix counties in Wisconsin.

1.03 "Private User" means any User which is not a "Public User."

1.04 "Public User" means: the Minnesota Legislature; all counties, cities, townships, soil and water conservation districts, watershed districts, watershed management organizations and school districts located within the nineteen-county Metropolitan Area; the Metropolitan Council; all regional governmental agencies within the nineteen-county Metropolitan Area including the Metropolitan Airports Commission, the Metropolitan Sports Facilities Commission, the Metropolitan Parks and Open Space Commission, the Metropolitan Radio Board and the Metropolitan Mosquito Control Commission; two- and four-year public and private colleges and universities located within the State of Minnesota; any governmental units or bodies exercising joint powers under Minnesota Statutes section 471.59; and departments, agencies, commissions and bureaus of the State of Minnesota and the federal government which have jurisdiction within the Metropolitan Area. Any individual, organization or entity not identified in this paragraph as a "Public User" is a "Private User."

1.05 "User" means either "Private User" or "Public User" unless otherwise indicated by the context of this License Agreement.

1.06 "User Product" means data products independently developed by User which incorporate portions or all of the GIS Data into User's own data structure.

II. Use of GIS Data

2.01 Authorized Uses. User is granted a perpetual, nonexclusive right to have and use the GIS Data, provided User is complying with the terms and conditions of this License Agreement. User may use the GIS Data in the form provided by the County for User's own internal business or organizational purposes and for no other purpose, except upon prior written consent of the County. User may modify the GIS Data or merge the GIS Data into other data bases for User's own use. User may incorporate the GIS Data into the User's own User Products and may market, disclose or otherwise distribute such User Products provided the GIS Data are not duplicated or disclosed in the form provided to User by the County. User may have and use the GIS Data on a corporate-wide basis and may use the GIS Data on an unlimited number of User sites, provided the central processing units on which the GIS Data are maintained support only equipment operated by User and the GIS Data are used only for the conduct of the User's own internal business purposes. User may make a reasonable number of copies, including backup copies, for User's own internal business purposes.

2.02 Unauthorized Uses. User shall not use the GIS Data on behalf of any other individual, organization, corporation, government entity, or any other third party, and shall not duplicate or disclose the GIS Data to any third parties unless such use, duplication or disclosure is expressly authorized in writing by the County. User acknowledges and understands the County is permitted by Minnesota law (Minnesota Statutes section 13.03, subdivision 3) to recover expenditures of public funds associated with

the development of the GIS Data. User further acknowledges and understands the County will be deprived of the opportunity to recover public funds used to develop the GIS Data if a potential licensee obtains a copy of the GIS Data from User or from any source other than the County.

2.03 Third Party Access. If it is necessary for User to make the GIS Data available to agents, contractors, consultants or other third parties for User's business purposes, User must obtain from each agent, contractor, consultant or other third party a signed copy of the confidentiality agreement (*GIS Data Base Third Party Confidentiality Agreement*) which is attached to this License Agreement as Attachment A.

2.04 Data Base Security. User agrees to take all necessary and reasonable steps to ensure the GIS Data are not disclosed, duplicated or made accessible in whole or in part for the use of others, except as provided in paragraph 2.03 of this License Agreement. User agrees it will not knowingly or negligently allow its employees, agents or independent contractors to copy, sell, disclose or otherwise make the GIS Data available to others. User agrees to immediately notify the County by telephone and in writing if User becomes aware of any unauthorized duplication, sale or other disclosure. User further agrees to prevent unauthorized disclosure by taking appropriate security measures including, but not limited to, providing physical security for copies of the GIS Data and taking all steps User takes to protect information, data or other tangible and intangible property of its own that User regards as proprietary, confidential or nonpublic.

2.05 Reservation of Rights. The County shall retain all rights, title and interest in the GIS Data, including the right to license to other users the GIS Data covered by this License Agreement.

III. License Agreement Term and Termination

3.01 Indefinite Term. The term of this License Agreement shall commence upon execution of this License Agreement by both parties and shall be indefinite, unless terminated according to paragraph 3.02 of this License Agreement. If this License Agreement is terminated by the County, all rights to the GIS Data granted to User under this License Agreement revert to the County.

3.02 Termination. This License Agreement may be terminated by the County at any time upon written notice to User if User fails to comply with the terms and conditions of this License Agreement. Unless terminated, this License Agreement shall remain in effect as long as User uses the GIS Data and complies with the terms and conditions of this License Agreement. When User no longer has the right to use the GIS Data, User either must destroy the GIS Data and provide written certification of the destruction, or return the GIS Data to the County. The County may terminate this License Agreement if User has dissolved, liquidated or permanently terminated its operations.

IV. Limited Warranty and Disclaimers

4.01 Limited Warranty. The GIS Data provided by the County are made available to User subject to the following limitations and restrictions:

- (a) The County will use its best efforts to ensure the GIS Data are delivered free from physical defect. The County shall have the sole authority to determine whether the GIS Data were free from physical defect at the time of delivery. User is responsible for the installation and use of the GIS Data and the results or consequences obtained from User's installation or use of the GIS Data.
- (b) The County does not warrant that the GIS Data are error free. The GIS Data were developed for the County's own internal business purposes and the County does not represent that the GIS Data

can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features.

- (c) The County disclaims any other warranties, express or implied, respecting this License Agreement or the GIS Data.
- (d) **THE GIS DATA, AND ASSOCIATED MANUALS, REFERENCE MATERIALS AND TECHNICAL DOCUMENTATION (IF ANY), ARE PROVIDED "AS IS" WITHOUT ANY SUPPORT WHATSOEVER AND WITHOUT WARRANTY AS TO THEIR PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE GIS DATA IS ASSUMED BY USER.**
- (e) **THE COUNTY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES OR ANY THIRD PARTY CLAIMS WHICH MAY RESULT FROM THE USE OF THE GIS DATA, EVEN IF THE COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.**

4.02 Sole Remedies. User's sole and exclusive remedy for breach of these limited warranties shall be to return the GIS Data to the County within sixty (60) days of receipt. The County shall, at its own discretion, retain the returned GIS Data and refund the fee for the license, or replace or repair the GIS Data and return the GIS Data to User.

4.03 Liability. Subject to the warranty disclaimers in paragraph 4.01 of this License Agreement, each party agrees that it will be responsible for its own acts and omissions under this License Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of the other party under this License Agreement and the results thereof. Nothing in this License Agreement shall be construed as a waiver on the part of the County, or any Public User, of any immunities or limits on liability provided by Minnesota Statutes Chapters 3 or 466, or other applicable state or federal law.

V. General Terms and Conditions

5.01 Invalidity and Severability. If any term or provision of this License Agreement or the application of this License Agreement or its provisions to any person or circumstance shall to any extent be declared or found invalid or unenforceable, the remainder of this License Agreement shall not be affected by that invalidity or unenforceability. Each term and provision of this License Agreement shall be valid and enforced as written to the extent permitted by applicable law.

5.02 Amendment. The terms and provisions of this License Agreement may be changed or modified only by mutual agreement of the County and User. Such amendment, changes or modifications shall be effective only on the execution of written amendment(s) signed by the authorized representatives of the County and User.

5.03 Governing Law. This License Agreement shall be governed by and interpreted pursuant to the laws of the State of Minnesota, excluding its choice of laws rules, and applicable federal law.

5.04 Waiver. No waiver of any breach or violation of this License Agreement shall constitute a waiver of any subsequent breach or violation, whether of the same or any other covenant, term or condition. Subsequent performance of any of the terms, covenants or conditions of this License Agreement shall not constitute a waiver of any preceding breach or violation, regardless of the other party's knowledge of the

preceding breach or violation at the time of subsequent performance. The delay or omission of any party's exercise of any right arising from any default shall not affect or impair the party's rights regarding the same or future default.

5.05 Assignment. User shall not assign, sublet or transfer this License Agreement in whole or in part, without the prior written consent of the County. Any attempt to assign, sublet or transfer this License Agreement without prior written consent shall be void and of no force and effect.

5.06 Correspondence. Correspondence regarding this License Agreement or the GIS Data shall be directed to the County at the following addresses:

GIS Coordinator
IS Department
Government Center, Admin Bldg
600 E 4th St
Chaska MN 55318

5.07 Survival of Provisions. All obligations and warranties in this License Agreement which by their sense and context are intended or reasonably construed to survive the County's and User's performance of this License Agreement, shall so survive the completion of performance and termination or cancellation of this License Agreement.

5.08 Authority. The person or persons executing this License Agreement on behalf of User represent that they are duly authorized to execute this License Agreement on behalf of User and represent and warrant that this License Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

**CARVER COUNTY
STATE OF MINNESOTA**

FOR THE COUNTY:

_____ Date: _____
GIS Coordinator

FOR THE USER:

User Name: _____

Signature of Authorized Person: _____

Name of Authorized Person (type or print): _____

Date: _____

APPENDIX A10
Sample Agreements (Continued)

Example D. Third Party Agreement (Carver County)

Carver County requires this Third Party Agreement if data it provides at no charge to a "public user" is to be used by a "private user" on behalf of the "public user."

ATTACHMENT A
TO
GIS DATA BASE LICENSE AGREEMENT
CARVER COUNTY
GEOGRAPHIC INFORMATION SYSTEMS

USER INFORMATION (to be completed by User)	
User's Name:	License No. 000
"Third Party" Name:	
Licensed Geographic Information System Data Base(s):	
<ul style="list-style-type: none"> (1) (2) (3) (4) 	

GIS DATA BASE THIRD PARTY CONFIDENTIALITY AGREEMENT

THIS THIRD PARTY CONFIDENTIALITY AGREEMENT ("Confidentiality Agreement") is a nondisclosure and confidentiality agreement between Carver County ("County"), a political subdivision of the State of Minnesota, and the individual, organization or entity identified above as "Third Party".

WHEREAS, the geographic information system data base(s) ("GIS Data") identified above have commercial value and were developed by the County with significant expenditures of public funds; and

WHEREAS, the County has made the GIS Data available to User (identified above) under a license agreement which permits User to have and use the GIS Data for User's own internal business or organizational purposes but prohibits User from disclosing, duplicating or otherwise making the GIS Data accessible to agents, contractors, consultants or other third parties except upon prior written consent of the County; and

WHEREAS, Third Party is or will be performing certain work for "User" which will require Third Party to have access to and use the GIS Data on User's behalf; and

WHEREAS, in consideration of Third Party's execution of this Confidentiality Agreement the County consents to the disclosure of the GIS Data to Third Party.

NOW THEREFORE, the County and Third Party agree as follows:

1. All rights, title and interest in the GIS Data disclosed or made available, in whole or in part, to Third Party are retained by the County. Third Party acknowledges the County has an interest in making the GIS Data subject to a licensing agreement so the County may recover public funds used to develop the GIS Data. Third Party further acknowledges and agrees the GIS Data are made available to Third Party on a temporary basis and may be used by Third Party only in furtherance of authorized User business, functions or activities.
2. Third Party agrees it: (a) will not copy the GIS Data; (b) will not sell, disclose or otherwise make the GIS Data available to others; (c) will take all necessary and reasonable steps to ensure the GIS Data are not disclosed, duplicated or made accessible in whole or in part for the use of others and will prevent unauthorized disclosure by taking appropriate security measures including, but not limited to, providing physical security for the GIS Data and taking all steps Third Party takes, or reasonably should take, to protect information, data or other tangible and intangible property of its own that Third Party regards as proprietary or confidential; and (d) will not use the GIS Data except for authorized User business, functions or activities undertaken by Third Party on User's behalf. Notwithstanding the other provisions of this paragraph, Third Party may make one backup copy of the GIS Data for security purposes.
3. Third Party acknowledges and understands the County is permitted by Minnesota law to recover expenditures of public funds associated with the development of the GIS Data. Third Party further acknowledges and understands the County will be deprived of the opportunity to recover public funds used to develop the GIS Data if a potential licensee obtains a copy of the GIS Data from User, Third Party or any source other than the County.
4. Third Party agrees that, upon completion of the work performed by Third Party for User, Third Party will return the GIS Data furnished to Third Party or will destroy the GIS Data and all copies of the GIS Data.

ACKNOWLEDGEMENT and SIGNATURE AUTHORITY. Third Party acknowledges it has read and understands this Confidentiality Agreement and consents to be bound by its terms. The individual signing this Confidentiality Agreement on behalf of Third Party represents and warrants that the individual is duly authorized to do so and represents and warrants that this Confidentiality Agreement is a legal, valid and binding obligation of Third Party and is enforceable in accordance with its terms.

THIRD PARTY

Third Party Name: _____

By: _____
(*authorized signature*)

Name: _____
(*printed*)

Title: _____

Date: _____

APPENDIX B OTHER RESOURCES

The Information Policy Analysis Division, Minnesota Department of Information IPAD provides technical assistance and consultation to individuals, government entities, businesses, and associations about Minnesota's Data Practices Act (Chapter 13), records management acts and other information policy laws.

IPAD has created many informational materials about these issues, most of which are available at its web site, www.ipad.state.mn.us. A short list of advisory resources available from IPAD follows.

- A PowerPoint presentation used for training that explains Minnesota's laws and regulations concerning data practices and records management.
<http://www.ipad.state.mn.us/bdppowerpt.html>
- Videos, including *Basic Data Practices: Administration*, appropriate for individuals involved in land records management, information systems, tax records, personnel management or other general government administrative functions
- Documents providing guidance about specific questions and issues, such as:

A brief overview of the Minnesota Government Data Practices Act

Minnesota Government Data Practices Act: Compliance Checklist

Minnesota Government Data Practices Act: Definitions and Classifications of Data

Fees for providing copies of public data

How the Minnesota Government Data Practices Act controls access to private data on individuals

Your right to access government data

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