



## **License Agreement for Wisconsin Historic Preservation Database (WHPD)**

The Division of Historic Preservation (DHP) at the Wisconsin Historical Society (WHS) has produced digital data sets relating to: Historic Structures, Archaeological Sites, Burial Sites (modern cemeteries and pre-settlement sites), Archaeological Survey areas, and the Bibliography of Archaeological Reports. These data sets comprise the DHP's Wisconsin Historic Preservation Database (WHPD) and are copyrighted original works, which are licensed for use. The Wisconsin Historical Society reserves all rights of authorship granted under U.S. and International copyright laws and agreements.

The Division of Historic Preservation of the Wisconsin Historical Society (WHS) has custodial responsibility for maintaining these records. The responsibility of custodianship by the Division of Historic Preservation is mandated through Federal regulations (36 CFR 60, 61, and 800) as well as Wisconsin State law (Wis. Stat. §44.34, "Duties of the State Historical Society", Wis. Stat. §157.70, "Burial Sites Preservation", and Wisconsin Administrative Rules- HS2, Burial Sites Program).

### **Protection of Proprietary Rights:**

The licensee may provide access to WHPD or any material retrieved therefrom to its principals or employees or clients where such materials are supplied in single copies as a minor and incidental part of providing advice to itself or clients. The licensee represents and warrants that it shall not resell, redistribute, release or distribute these data, or derivative works containing these data, in any electronic/magnetic or machine readable form without written permission from the DHP. The licensee will identify WHPD and the Division of Historic Preservation as the data source on any map or publication produced from these data. The licensee shall also provide the date that WHPD was utilized to produce the data.

The licensee will also provide the Division of Historic Preservation with a list of any reports or printed materials prepared using WHPD data and will provide a sample copy of such material if requested by the Division of Historic Preservation.

**Liability and "Fitness for Use":** The determination of "Fitness for Use" of the WHS WHPD is the sole responsibility of the licensee to carefully consider and determine.

**Disclaimer:** WHPD contains spatial representations of the archaeological and historic structures databases maintained by the Division of Historic Preservation at the Wisconsin Historical Society. Please note the following:

1. WHPD include only those sites and properties that have been reported to the Wisconsin Historical Society. These data sets do not include all archaeological sites,

mounds, unmarked cemeteries, marked cemeteries, and historic structures that are present in the State of Wisconsin.

2. WHPD is a compilation of archaeological sites, mounds, unmarked cemeteries, marked cemeteries and historic structures that have been derived from a variety of sources over 150 years. The information for each site record varies widely. The Wisconsin Historical Society has not been able to verify all of the information contained therein, and makes no claims as to the veracity of these data.
3. Changes and updates are made to WHPD on a daily basis. The Wisconsin Historical Society requires that the dynamic nature of the databases be appropriately cited in any reproduction.
4. Few of the sites/properties reported to the Wisconsin Historical Society have been evaluated for their importance, or their eligibility for inclusion in the State or National Registers of Historic Places. In order to evaluate these sites/properties properly, additional research and fieldwork may be necessary. Evaluations of the properties were based upon the appearance of the properties at the time they were assessed and the information available. Re-evaluation of properties may be warranted in many instances.
5. The absence of historic resources in the WHPD does not necessarily mean that no historic properties are present. It is possible that the area in question has not been systematically surveyed for resources; or the particular search query failed to retrieve all records associated with that locality.

**Confidentiality:** The licensee may not reproduce or disseminate any information regarding archaeological resources if disclosure of that information would be likely to result in disturbance of the archaeological resources or if the licensee has been notified that the director has determined that disclosure of the information would be likely to result in disturbance of the archaeological resources. Some data contained in the WHPD related to the location of archaeological sites are confidential (pursuant to Wis. Stat. §44.48 and 157.70) and are exempt from Wisconsin's open records law. This information is also protected by Federal law, Section 304 of the National Historic Preservation Act, and Section 9(a) of the Archaeological Resources Protection Act of 1979.

The licensee will indemnify and hold the Division of Historic Preservation and its officers and employees harmless against any claims by third parties arising out of the use by Licensee of the data provided. Furthermore, the Licensee assumes no liability for any virus or other contamination of or damage to your computer that might occur during or as a result of visiting its web site.

The Division of Historic Preservation and the Licensee agree that this agreement does not in any way change, amend, alter, or otherwise satisfy the duties, responsibilities or obligations of either the Division of Historic Preservation or the Licensee pursuant to any local, state or federal rules, regulations or statutes, not specifically referenced in this agreement.

The license is nonexclusive and revocable. The license is nontransferable. Any attempted transfer is void. The licensee shall also take reasonable precautions with respect to WHPD data to ensure the security of site locations.

By signing this agreement for access to the “Wisconsin Historical Society Digital Geographic Data Sets”, the Licensee agrees to abide by all of the above terms and conditions. Licensee shall sign this license and return it to the Division of Historic Preservation to indicate receipt and acknowledgement of this license.

### **Subscription Fee**

In consideration for Internet access to WHPD the Licensee shall read, agree to and sign the Fee Agreement document, which is separate and distinct from this License Agreement. Also, in consideration for internet access to WHPD the Licensee shall pay the Licensor an annual license fee as set forth in the schedule posted at the Wisconsin Historical Society’s WHPD Web site. This license fee is non-refundable.

### **Access to WHPD**

Upon return of both the signed License Agreement and the signed Fee Agreement, and upon receipt of the fee payment in full by check or purchase order the Licensor shall issue the Licensee with a username and password for Internet access to WHPD.

Access to WHPD shall be provided twenty-four (24) hours a day, seven (7) days a week, except during maintenance, when access will not be available. The Licensor shall endeavor to provide advance notice of scheduled maintenance periods.

While the Licensor shall endeavor to provide access to WHPD as set forth in the previous clause, the Licensor shall not be liable for any interruption in service that may occur.

**System Requirements:** For the use of WHPD on a personal workstation, the following minimum requirements are necessary for performance:

**Windows Operating System** – Windows 98, Windows 2000, Windows Me, Windows NT 4.0 w/ Service Pack 6a (SP6a),  
Windows XP w/ Service Pack 1

**Internet Explorer, version 6** – This can be downloaded from the Microsoft website (<http://www.microsoft.com/downloads/search.asp>) –

\*We recommend the use of Internet Explorer 6 as your Internet Browser for these applications in lieu of Netscape.

**Processor** – Computer with a 486/66-megahertz (MHz) processor or higher (Pentium recommended).

The following are the requirements for each type of Windows operating system and are consistent with the requirements as outlined for supporting Internet Explorer v.6 on a machine:

**Windows 98:**

16 MB of RAM minimum  
Full install size of Internet Explorer v.6 : 11.5 MB

**Windows 98 Second Edition:**

16 MB of RAM minimum  
Full install size of Internet Explorer v.6 : 12.4 MB

**Windows NT 4.0 with SP6a and higher:**

32 MB of RAM minimum  
Full install size of Internet Explorer v.6 : 12.7 MB

**Windows 2000:**

32 MB of RAM minimum  
Full install size of Internet Explorer v.6 : 12 MB

**Windows Me Edition:**

32 MB of RAM minimum  
Full install size of Internet Explorer v.6 : 8.7 MB

**Windows XP:**

Internet 6 with Service Pack 1  
32 MB of RAM minimum  
Full install size of Internet Explorer v.6 w/ Service Pack 1: 12 MB

Data transmission and computer link to WHPD via the Internet shall be the exclusive responsibility of the Licensee.

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Licensee Signature

Date

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Licensee Title and Affiliation

Approved:

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Michael E. Stevens  
State Historic Preservation Officer

HS-HP-00-17