



License Agreement for State Historical Society of Wisconsin Digital Geographic Datasets

As of 2003, the State Historic Preservation Office (SHPO) at the State Historical Society of Wisconsin (SHSW) has produced digital geographic datasets relating to: Historic Structures, Archaeological Sites, Burial Sites (modern cemeteries and pre-settlement sites), Archeological Survey areas, and Archeological Districts. These datasets are derivatives of the Wisconsin Historic Preservation Database (WHPD) and are copyrighted original works, which are licensed for use. The State Historical Society of Wisconsin reserves all rights of authorship granted under U.S. and International copyright laws and agreements.

The State Historic Preservation Office of the State Historical Society of Wisconsin (SHSW) has custodial responsibility for maintaining these records. The responsibility of custodianship by the State Historic Preservation Office 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). §44.48

This document constitutes the entire agreement between the parties, and it supersedes any prior agreement, oral or written. Processing of any order is dependent upon receipt of a signed license agreement.

Protection of Proprietary Rights:

The Licensee represents and warrants that it shall not resell, redistribute, release or distribute these data, or derivative works containing these datasets, in any electronic/magnetic or machine readable form without written permission from SHPO. The licensee will identify the State Historic Preservation Office as the data source on any map or publication produced from these datasets. Any map or publication produced from these datasets must identify the State Historic Preservation Office as the source and copyright of the datasets, as well as document the date when the datasets were originally obtained from the SHPO.

The Licensee will also provide the State Historic Preservation Office with a list of any reports or printed materials prepared using WHPD data, including citations of editorial and/or metadata changes of the WHPD data, and will provide a sample copy of such material if requested by the State Historic Preservation Office.

Liability and “Fitness for Use”: The determination of “Fitness for Use” of the SHSW digital geographic datasets is the sole responsibility of the Licensee to carefully consider and determine.

Disclaimer: The digital geographic datasets are spatial representations of the archaeological and historic structures databases maintained by the State Historic Preservation Office at the State Historical Society of Wisconsin. Please note the following:

1. The licensed datasets include only those sites and properties that have been reported to the

State Historical Society of Wisconsin. These datasets do not include all archaeological sites, mounds, unmarked cemeteries, marked cemeteries, and historic structures that are present in the State of Wisconsin.

2. The digital geographic datasets are derivatives of the WHPD, which is a compilation of archaeological sites, mounds, unmarked cemeteries, marked cemeteries and historic structures that have been derived from a variety of sources over the past 150 years. The information and completeness for each site record varies widely. The State Historical Society of Wisconsin has not been able to verify all of the information contained therein, and makes no claims as to the veracity of these datasets.

3. Changes and updates are made to the WHPD and to its digital geographic datasets on a daily basis. However, this license authorizes the distribution of the digital geographic datasets to the Licensee 'as is' on a one-time basis. The State Historical Society of Wisconsin requires that the dynamic nature of the databases be appropriately cited in any reproduction. The State Historic Preservation Office is under no obligation to inform the Licensee of data updates, alterations, or accuracy errors discovered thereafter. The burden of ordering and paying for updated copies of datasets rests entirely upon the Licensee. Revisions may be made at SHPO's own discretion.

4. Few of the sites/properties reported to the State Historical Society of Wisconsin have been evaluated for their importance and presence, or their eligibility for inclusion in the State or National Registers of Historic Places. In order to evaluate these historic 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.

Scheduling: Orders for licensed digital geographic datasets do not command top priority over other projects or work demands of the GIS Coordinator at the State Historic Preservation Office. Licensees are advised that delays may sometimes occur due to staff shortages or schedule constraints and orders will be filled within normal operations of the State Historic Preservation Office.

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 of the State Historical Society of Wisconsin 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 archeological sites is confidential (pursuant to Wis. Stat. §44.48 and 157.70) and is 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 Archeological Resources Protection Act of 1979.

If there are fees, or any other agreements between the State Historic Preservation Office and Licensee for sharing costs incurred by SHPOO in making the datasets available, the Licensee shall pay agreed charges within 30 days of being billed by SHPO.

The Licensee will indemnify and hold the State Historic Preservation Office and its officers and employees harmless against any claims by third parties arising out of the use by Licensee of the data provided.

The State Historic Preservation Office 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 SHPO 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.

By signing this agreement for access to the “State Historical Society of Wisconsin 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 State Historic Preservation Office to indicate receipt and acknowledgement of this license.

Licensee Name (Please Print)

Licensee Title and Affiliation (Please Print)

Licensee Signature

Date

Approved:

Daina Penkiunas
State Historic Preservation Officer

Date