

This Model Data Usage Agreement (“Agreement”) is entered into by and between the Ventura County Transportation Commission, hereinafter referred to as “VCTC,” and **Requesting Agency/Consultant – Click to Enter Text**, a/an **Organization Type - Choose an Item**, hereinafter referred to as “Requester,” collectively referred to as the “Parties” to ensure the “advisory and non-binding” nature of VCTC data is appropriately maintained.

**RECITALS**

Whereas, VCTC is providing technical assistance to the Requester in the development of data or data analysis for the **Name of Project – Click to Enter Text** hereinafter referred to as “the Project”; and

 Whereas, the Requester seeks use of certain data and modeling information from VCTC in order to conduct its work for the Project; and

 Whereas, The “Requester” is the party who will be working directly with the provided data/modeling information and will conduct the actual data analysis; and

 Whereas, the Requester falls under the category of **Organization Type - Choose an Item**; and

 Whereas, VCTC is willing to provide the Requester use of certain VCTC data and modeling information, as further specified below, based upon the terms and conditions of this Agreement.

 Now, therefore, the Parties agree as follows:

**1. GENERAL PROVISIONS**

* 1. The above Recitals are true and correct and incorporated into this Agreement by this reference.
	2. This Agreement, when signed by VCTC and the Requester, shall serve as authorization for the Requester to obtain and use certain data and modeling information from VCTC as further detailed herein.
	3. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both Parties.

**2. MODELING INFORMATION – ACCESS & USE**

* 1. Requester has requested access and use of certain VCTC data and modeling data as specified in Section V below.
	2. In response to the request by the Requester, VCTC shall provide to the Requester access to data and modeling information set forth in Article V herein, hereinafter referred to as “Modeling Information.” This Modeling Information shall only be used by the Requester in a manner that complies with the conditions of this Agreement and in a manner consistent with the stated Purpose of the Request (“Stated Purpose”), as specified in Section VI below.
	3. Requester shall be authorized to use and modify the Modeling Information consistent with the Stated Purpose of this Agreement. If requested by VCTC, the Requester shall provide VCTC with complete copies of all modified Modeling Information.
	4. VCTC will provide only the portion of the modeling scripts (GISDK code) needed to support the Requestor's model development needs and requirements. Section "V. REQUESTED MODELING INFORMATION" shall clearly specify the portion of the Scripts required by the Requester. If additional sections of the model code are needed in the future as part of the Project, an addendum to this Agreement will be processed to identify and provide the required model code.
	5. In the event that the Requester modifies the Modeling Information provided by VCTC, Requester agrees to include the following statement in any written reference relating to the Modeling Information as provided herein:

"The following modeling analysis was performed by **Requesting Agency/Consultant – Click to Enter Text** based upon modeling information originally developed by the Ventura County Transportation Commission (VCTC). VCTC is not responsible for how the Model is applied or for any changes to the model scripts, model parameters, or model input data. The resulting modeling data does not necessarily reflect the official views or policies of VCTC. VCTC shall not be held responsible for the modeling results and the content of the documentation."

* 1. Requester shall not use the Modeling Information for any other purpose except as set forth in the Stated Purpose of this Agreement. In addition, Requester shall only use the Modeling Information in conjunction with the Project.
	2. Except as specifically provided in this Agreement, Requester shall not use, release, reproduce, distribute, publish, maintain, and update for future use, loan, rent, pledge, license, assign, or otherwise transfer the Modeling Information acquired from VCTC, with or without any monetary compensation paid to Requester, without the prior written permission of VCTC. Secondary or any third-party distribution or use of the Modeling Information obtained under this Agreement is strictly prohibited. Moreover, Requester shall not store or transmit the Modeling Information in or to any web site, newsgroup, mailing list, or electronic bulletin board, or regularly or systematically store the Modeling Information in electronic or print form, without the prior written permission of VCTC, except that Requester may store the Modeling Information in electronic or print form in order to carry out Requester's work for Modeling Information in conjunction with the Project. Any breach of these restrictions may result in immediate termination of this Agreement and liability for damages.
	3. All Modeling Information received from VCTC by Requester shall be destroyed by Requester immediately after its approved use has ended and/or the Stated Purpose is otherwise completed. Such destruction methods must ensure that the Modeling Information is permanently destroyed and cannot be retrieved or recovered.
1. **DISCLAIMER OF LIABILITY AND HOLD HARMLESS AGREEMENT**
	1. Modeling Information shall be provided to the Requester by VCTC in an "as-is" condition, with no guarantee or warranty of format, completeness, accuracy, or fitness for any use, expressed or implied. No oral or written information or advice given by VCTC shall be construed as a warranty, except as to ownership and/or copyright. No oral or written information or advice given by the Agency or Consultant, or other participating agency with respect to the subject Modeling Information shall be construed as a warranty. This disclaimer shall survive the termination of this Agreement.
	2. The Requester shall hold VCTC harmless for any incidental, consequential, or special damages arising out of the use of the Modeling Information, or the inability to use any Modeling Information (including without limitation, loss of use, time or data, inconvenience, commercial loss, lost profits or savings or the cost of computer equipment or software, or loss due to any analysis derived from said data).
2. **INDEMNITY**

VCTC shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done under, or in connection with this Agreement. Requester will indemnify, defend, and hold harmless VCTC from any liability, damage, and expenses and any claims for harm or damages, including incidental, consequential, or special damages to the extent that such claim arises out of anything done or omitted to be done in connection with the Modeling Information provided by VCTC under this Agreement. In the event that Requester modifies the Modeling Information in such a way that it violates or is alleged to violate or infringe the patent, copyright, or other intellectual property right of any third-party, Requester will indemnify, defend, and hold harmless VCTC from any liability, damage, and expenses arising from that alleged violation or infringement.

1. **REQUESTED MODELING INFORMATION**

Requester requests the following Model Information from VCTC:

Click here to enter text.

1. **PURPOSE OF THE REQUEST**

Requester may only utilize the Modeling Information for the approved public purpose as memorialized and identified in this Section 6. Requester may not share the Modeling Information with any third-party, even in furtherance of said purpose, without the express written consent of VCTC. Requester is requesting VCTC modeling information for the following specific purpose (please list intended usage of the data, purpose of the research, likely end results (e.g. contract report, traffic modeling, paper or journal publication, class project, etc.), levels of anticipated reporting of dataset (e.g. jurisdictional tables, charts, graphics, etc.):

Click here to enter text.

1. **ENTIRE AGREEMENT**

This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the Parties have not made agreements, representations, or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without the formal written amendment thereto.

1. **EFFECTIVE DATE**

The effective date of this Agreement shall be the date in which the last of the Parties, whether VCTC or Requester, executes this document. IN WITNESS WHEREOF, VCTC and Requester have caused this Agreement to be executed by its duly authorized representatives on the dates noted below.

VENTURA COUNTY TRANSPORTATION COMMISSION (“VCTC”):

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Signature: |  |  |  | Date: |  | **Select a Date** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Printed Name: |  | Amanda Fagan |  |  |  |  |
|  |  |  |  |  |  |  |
| Title: |  | Director of Planning and Policy |  |  |  |  |

Approved as to legal form:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Signature: |  |  |  | Date: |  | **Select a Date** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Printed Name: |  | Steve Mattas |  |  |  |  |
|  |  |  |  |  |  |  |
| Title: |  | General Counsel |  |  |  |  |

Requesting Agency/Consultant – Click to Enter Text (“REQUESTOR”):

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Signature: |  |  |  | Date: |  | **Select a Date** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Printed Name: |  | **Printed Name – Click to Enter Text** |  |  |  |  |
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| Title: |  | **Title – Click to Enter Text** |  |  |  |  |

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