

An Agreement between City of Irvine and Requestor
for Transfer of Digital Data Files on Electronic Media

City of Irvine (CITY)

Requestor *The College of William and Mary*

Project No. N/A Date: 6/02/2010

Project Name: *Elementary, Middle and High School Attendance Boundaries*

Location: *Schools in Irvine Ca*

The CITY will provide the following Digital Data files, dated _____ for the convenience of the requestor in preparing project documents:

Shape file of Irvine arterials, arterial anno, elementary, middle and high school attendance boundaries for Irvine School

District for the 2009-2010 school year.

Digital Data files were prepared on the following:

Computer Hardware: *Dell Server*

Operating System: *Window 2003*

Software: *ArcGIS* Version: *9.2*

Contractor shall pay CITY a service fee of *No Charge* *(\$0.00)*

TERMS AND CONDITIONS:

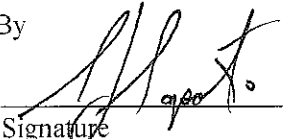
1. CITY makes no representation as to the compatibility of the Digital Data files with any hardware or software.
2. Since the information set forth on the Digital Data files can be modified unintentionally or otherwise, the CITY reserves the right to remove all indicia of its ownership and/or involvement from each electronic display.
3. All information on the Digital Data files shall be considered and remain property of the CITY. In no case shall the transfer of Digital Data files be considered a sale. The CITY authorizes the use of such information only for the completion of the project identified in this Agreement by Contractor, And not for additions to this project or the completion of this project by others. Contractor is not authorized to copy or transfer Digital Data files to third parties and upon completion of the project; Contractor shall return all copies of Digital Data files received to the CITY.
4. CITY makes no representation regarding the accuracy, completeness, or permanence of Digital Data files, or for their merchantability or fitness for a particular purpose.
5. The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the CITY, its agents and its sub consultants from all claims, damages, losses, expenses, penalties and liabilities of any kind, including attorney's fees and administrative costs, arising out of or resulting from the use of the Digital Data files by the Contractor, or by third party recipients of the Digital Data files from the Contractor, or from efforts to enforce this agreement.
6. The CITY believes that no licensing or copyright fees are due to others on account of the transfer of the Digital Data files, but to the extent any are, the Contractor will pay the appropriate fees and hold the CITY harmless from such claims.

7. Payment of the service fee is due upon receipt of the Digital Data files.

AUTHORIZED ACCEPTANCE

By City of Irvine

By


Signature

Signature

Sherry L. Richardson, GIS App Specialist
Print Name and Title

Salvatore Saporito, The College of William and Mary
Print Name and Title

June 2, 2010
Date

6/2/2010
Date