

Channel Islands Regional GIS (CIRGIS)

A California nonprofit Public Benefit Corporation

Application for Membership and General Agreement for Data Sharing

This is an application for CIRGIS membership and a general agreement for data sharing. The purpose of CIRGIS is to cooperatively share and use geospatial data for research, planning, and management within the Channel Islands Region. By signing this membership application and agreement, you (or the agency you represent) agree to be bound by CIRGIS' articles of incorporation and bylaws. You also agree as follows:

1. **Sharing, Distribution and Update of Geospatial Data:** To make available to the other members of CIRGIS and the public, whenever possible and as soon as reasonable, any new or updated geospatial data developed by you (or the agency you represent) unless the distribution of such data would violate an applicable Federal, State or local confidentiality or disclosure law or trade secret. Any data submitted to CIRGIS may be included in a current catalog of geospatial data that is available to all CIRGIS members. When using geospatial data, the members of CIRGIS shall always acknowledge the original data source.

2. **Transaction Costs and Fees:** You agree that no fees (other than the actual cost of copying the data) will be charged for the acquisition or use of any geospatial data whenever possible.

3. **Restrictions on Use:** Any CIRGIS member may use geospatial data provided by any other member for any purpose that is consistent with CIRGIS' articles of incorporation and bylaws and the data involved.

4. **Hold Harmless:** Each member shall accept geospatial data from any other member "as is" and without any warranty of any kind, and no CIRGIS member shall be liable to any other CIRGIS member for any data errors. The members of CIRGIS distinctly understand and agree that geospatial data are complex and time sensitive and that the data may contain nonconformities, defects, and errors. The geospatial data represent the best available information at the time of compilation, and the data may or may not meet a particular user's needs or expectations. No CIRGIS member shall be liable to CIRGIS or any other CIRGIS member for any damage or injuries arising out of the use of any geospatial data made available through CIRGIS.

5. Data Transfer Format: The geospatial data will be prepared in a format widely used by CIRGIS members. CIRGIS reserves the right to establish or modify standards for data transfer at any time and from time to time.

6. Bylaws: Each member agrees to be governed by the corporation's articles of incorporation and bylaws.

Name of Applicant

Name of Organization, if any

Address of Applicant

E-Mail Address

Telephone Number

Telefax Number

Membership approved by:

Zacharias Hunt, President