

Data Management Area (DMA) GIS Clip: User Agreement

All individuals requesting access to architectural, archaeological (prehistoric and historic), and/or paleontological resource (“Resource”) records housed at the Office of Archaeology and Historical Preservation (OAHP) must complete and sign the following agreement prior to receiving data access. These records include, but are not limited to: site forms, documents, maps, images, spreadsheets, and Geographic Information System (GIS) data. This user agreement will outline the nature and extent of the records that will be provided and the terms to which the user agrees to comply.

Access to all or part of many Resource records is restricted. The criteria under which individuals may obtain access to cultural resource information is provided in OAHP’s [Dissemination of Information: Policy and Procedures](#) (Publication # 1333). As outlined in that policy, access to restricted Resource information by non-archaeologists is on a case-by-case basis and generally includes only select information.

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|------------------|-------|----|------|
| User Name | | | |
| | First | MI | Last |

(“User”)

I, the undersigned User, request access to a copy of the GIS data within my Data Management Area (DMA), as indicated on the online request form. I have read and agree to comply with all of the following conditions of this agreement (“Agreement”):

Initials:

- _____ 1. An OAHP Data Management Area GIS clip is not a substitute for a formal File Search.
- _____ 2. Obtaining information from an OAHP Data Management Area GIS clip on previously recorded Resources does not constitute review under Section 106 of the National Historic Preservation Act or the State Register of Historic Properties Act.
- _____ 3. Access to an OAHP Data Management Area GIS clip does not constitute permission to enter onto or conduct Resource investigations on any of the land for which Resource records are maintained in the inventory. It is the responsibility of the User to obtain permission from the appropriate municipal, county, state, federal, or tribal officials, or private property owners, before instituting any archaeological or cultural resource investigations on, or related to, their lands. Copies of the products of such research should be sent to appropriate officials or landowners, and all permit terms and conditions must be honored. Both the State and the landowner may pursue causes of action against the User in the event the information is misused.

Initials:

- 4. The absence of information concerning Resources in a particular area does not necessarily indicate that none exist. The absence of information concerning Resources in a particular location may be due to a lack of survey investigations in that area, incomplete information submitted to OAHP, or delays in processing.
- 5. Much of the information provided is restricted and may not be released to unauthorized individuals or organizations. Restricted information includes, but is not limited to, locational information for all archaeological and paleontological sites, as well as locational information on owner-restricted National Register property listings.

Questions regarding the use, distribution, and/or disclosure of Compass data should be directed to OAHP's Director of Information Management (erin.bornemann@state.co.us), who will consult with the State Archaeologist, if necessary. Individuals who are not granted release of confidential information will be referred to the landholding agency on record.

- 6. An OAHP Data Management Area GIS Clip contains information on Resources that are under the jurisdiction, ownership, or control of other entities, such as state and federal agencies, private individuals, and tribal governments. These properties may be afforded additional levels of legislative protection related to the restrictions on Resource information. These data are only to be used in compliance with applicable municipal, county, state, tribal or federal laws and regulations.
- 7. There are no guarantees as to the data's accuracy or completeness, as the data are dynamic and will be subject to periodic updates. Any inaccuracies in data received from OAHP should be reported to OAHP's Director of Information Management (erin.bornemann@state.co.us) in writing.
- 8. Data obtained in a digital format are to remain in the sole possession of the User. If digital data are requested for use on a shared system, a signed statement detailing access and security on that system will be provided to OAHP prior to release of the data. The Office of Archaeology and Historic Preservation's Director of Information Management will review the statement to determine the nature and extent of information to be provided.
- 9. This agreement must be renewed annually. The associated fee must be paid prior to entering into an additional subscription term and/or data update. No part of the fee is refundable.
- 10. The User may terminate this Agreement for any reason by providing written notice to OAHP's Director of Information Management (erin.bornemann@state.co.us) at least 15 calendar days in advance of Agreement termination.
- 11. If User will be receiving Restricted Resource data, User will have on file a curriculum vitae (CV). Additional documentation of qualifications for access to restricted data may also be required in addition to a CV.

Initials:

- _____ 12. User agrees to indemnify and hold OAHP, its officers, agents, and staff, harmless against any claims by third parties arising out of the use of OAHP data.

 - _____ 13. User recognizes that their affiliated Institution/Agency/Company will be held responsible for misuse of OAHP data under this agreement. Failure to comply with all terms outlined above may carry implications for renewal of the agreement for subsequent subscription periods and potentially for other paid OAHP services.
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|-----------------------|-------|----|-------------|
| User Name | First | MI | Last |
| User Signature | | | Date |
| OAHP Approval | | | Date |