

**FULL USE LICENSE AGREEMENT FOR USE OF I-SITES  
FY 2017-2018**

This License Agreement (“Agreement”) is entered into as of the date last indicated below by and between \_\_\_\_\_ (“Organization”), with offices at

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
City State ZipCode

\_\_\_\_\_  
I-SitesPro License Number

and the University of Iowa, Iowa City, Iowa (“University”), relating to use of the I-Sites on-line database.

The following RECITALS pertain to this Agreement:

The Office of the State Archaeologist (“OSA”) is created by Iowa law and is an organized research unit of the University;

The OSA maintains and administers the Iowa Site File, an inventory of known sites in the state of Iowa and provides information from this system to professionals having an interest in and need for this information;

The OSA wishes to expand its existing inventory services to provide professionals with web-based access to some data within the Iowa Site File;

Iowa law (Iowa Code Chapter 263B; Iowa Code §22.7(21); Iowa Administrative Code 685 Chapter14) provides for the confidentiality of specific locational information on archeological resources and sites;

Iowa administrative rules (Iowa Administrative Code 685-14) establish minimum professional qualifications for persons granted access to the Iowa Site File;

The OSA has created an on-line geographic information system and database known as I-Sites, which provides controlled electronic access to some data from the Iowa Site File; and

Organization wishes to obtain access to I-Sites for its use and that of its designated employees in carrying out Organization’s professional activities as they relate to archaeological research and management.

NOW, THEREFORE, Organization and the University agree as follows:

1. GRANT

For the term of this Agreement specified in §6, the University grants Organization and its designated employees a non-exclusive, nontransferable, revocable license to access and

use the I-Sites electronic database (“I-Sites”) for Organization’s professional activities as they relate to archaeological research and management, with the following restrictions:

- a) No other use is permitted, including, but not limited to, the sale to a third party of any data obtained under this Agreement.
- b) This license does not extend to any entity other than Organization or to any person who is not a designated employee of Organization.
- c) All right, title, and interest in I-Sites not expressly granted above, including, without limitation, copyright, shall remain with the University.

## 2. FEE

For the rights granted herein, Organization agrees to pay the University a license fee under one of the license options listed below.

**Annual Full Use License** :Organization agrees to pay a fee of **\$2200** to be assessed from July 1, 2017 through June 30, 2018 with payment in full due July 1, 2017. This license includes the IMS map application and all functions of I-Sites databases online through the I-Sites online portal.

## 3. OBLIGATIONS OF ORGANIZATION

Organization assumes the following obligations under this Agreement:

- a) Organization will designate those of its employees who may access I-Sites under this Agreement and guarantees that the professional credentials of each such designated employee meet the minimum qualifications set forth in Iowa Administrative Code 685-14.3(263B) for access to the Iowa Site File.
- b) Organization and its designated employees agree to maintain the confidentiality of data accessed from the I-Sites electronic database, including control of downstream use of the data, and further agree not to release any such data to any unauthorized individual or organization.
- c) Organization will ensure that any employee so designated will execute a separate Individual Use Agreement to be provided by the University.
- d) Organization will notify the University within 5 working days in the event a designated employee’s employment with Organization is interrupted or terminated.
- e) Organization will identify one designated employee as its License Administrator to act as the point of contact in communications between OSA and the Organization regarding the administration of this license and the exercise of the access and use rights granted herein.
- f) Organization accepts full responsibility for the use of I-Sites and the I-Sites data by its employees.
- g) Organization will immediately report to the University upon becoming aware of any of the following situations:
  - i. An Organization employee not designated for access has accessed the Iowa Site File without authorization;
  - ii. An Organization employee designated for access has accessed the Iowa Site File for an improper purpose; or

- iii. Any actual or potential theft, electronic intrusion or other event or action that might directly or indirectly compromise the security of I-Sites software and its underlying electronic databases.

#### 4. LIMITED WARRANTY

The University warrants that it has the full right, power, and authority to enter into this Agreement and to grant the rights described herein.

The University provides the I-Sites data as is without any express or implied warranties, including, but not limited to, any warranties as to its accuracy, completeness, currency, usefulness, suitability, fitness for a particular purpose, or merchantability.

The I-Sites data are subject to revision and addition by the University without notice as new information is submitted to the Iowa Site File.

Access to I-Sites may be interrupted with due notice for maintenance operations, and at any time without warning due to technical difficulties. The University may change passwords required for I-Sites access at any time for any reason with due notice to Organization.

#### 5. INDEMNIFICATION

Any damages or loss of any kind resulting from the use of I-Sites and the I-Sites data by Organization or any of its employees are the sole responsibility of Organization. Organization agrees to indemnify, defend, and hold harmless the University of Iowa and the State of Iowa Board of Regents for any and all claims, damages, losses, costs, and expenses, including attorney fees, resulting from the use or misuse of I-Sites or the I-Sites data.

#### 6. EFFECTIVE DATE AND TERM

This Agreement is effective as of the date last indicated below for the period designated for the Licensing Option selected by Organization in §2.

#### 7. GOVERNING LAW

This Agreement is governed by and construed under the laws of the State of Iowa (without regard to its conflicts of law provisions), which will also be the venue for any disputes arising hereunder.

#### 8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between Organization and the University and any other prior agreements, negotiations, representations, and understandings are superceded by this Agreement.

#### 9. TERMINATION

This Agreement may be terminated by the University with or without cause. Failure of Organization to meet its obligations under this Agreement will be cause for suspension of

the rights granted herein or termination of this Agreement. The failure by any of Organization's designated employees to comply with the terms of the Individual Use Agreement executed by that employee may result in immediate suspension of all use rights by Organization and its employees, and may result in immediate termination of this Agreement. If this Agreement is suspended or terminated by the University with cause, no part of any fees paid by Organization will be refunded.

10. NO ASSIGNMENT

Organization may not assign this Agreement or its rights hereunder to any third party.

**WHEREAS**, the authorized signatures below represent the acceptance of the terms of this Agreement by each of the parties:

For Organization:

For the University of Iowa:

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Colleen Eck  
Please Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Site Records Manager  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
May 3, 2017  
Date