



Illinois Department of Transportation

Intergovernmental Agreement

Governmental Body Name Lake County Division of Transportation			
Address 600 West Winchester Road			
City, State, Zip Libertyville, Illinois 60048			
Remittance Address (if different from above)			
City, State, Zip , Illinois			
Telephone Number 847-377-7400	Fax Number	FEIN/TIN n/a	
Brief Description of Service (full description specified in Part 5) Provide the GOVERNMENTAL BODY with a non-exclusive, non-transferable license to use HERE Proprietary Attribute Data ("HERE Data") and any related documentation (hereinafter "Files"), in retrievable form in connection with the administration of the GOVERNMENTAL BODY'S programs.			
Compensation Method (full details specified in Part 6) Without fee or cost	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agreement Term From: Execution
Total Compensation Amount \$0	Travel Amount \$0	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: September 15, 2022

REQUIRED SIGNATURES

By signing below, GOVERNMENTAL BODY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

RECOMMENDED FOR EXECUTION:

For the Department:

Shane E. Schneider, P.E.
Director of Transportation/County Engineer

Dan Wilcox, Bureau Chief,
Bureau of Information Processing

For the Governmental Body:

Philip Kaufmann, Chief Counsel

(Approved as to form)

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Title of Authorized Representative Date

Matt Magalis, Director of the Office of Finance & Administration

ATTEST:

Omer Osman, Secretary of Transportation

County Clerk

Date



Illinois Department of Transportation

INTERGOVERNMENTAL AGREEMENT

FOR

SHARING HERE NORTH AMERICA, LLC PROPRIETARY DATA

This Agreement is by and between

Please type or print legibly GOVERNMENTAL BODY'S legal name and address

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the Department of Transportation, hereinafter called the Department for the purposes of sharing data provided by HERE North American, LLC, hereinafter called HERE.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services

PART 1 SCOPE / COMPENSATION / TERM

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. Term of Agreement.** The term of this Agreement shall be from **execution to September 15, 2019.**
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may be renewed upon written agreement by the parties.

**PART 2
GENERAL PROVISIONS**

A. Changes. If any circumstance or condition in this Agreement changes, GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Non-Appropriation. Not applicable to this Agreement.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to GOVERNMENTAL BODY'S work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to this Agreement.

Subcontracting/Selection Procedures/Employment of Department Personnel. Not applicable to this Agreement.

**PART 3
FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement.]

**PART 4
SPECIFIC PROVISIONS**

A. Invoices.

[Not applicable to this Agreement.]

B. Billing and Payment.

[Not applicable to this Agreement.]

C. Termination. See Part 5.

D. Location of Service.

[Not applicable to this Agreement.]

E. Ownership of Documents/Title to Work. See Part 5.

F. Software. See Part 5.

G. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation.

[Not applicable to this Agreement]

I. Travel Expenses. No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors with respect to the use of any HERE Proprietary Data , and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The Governmental Body will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

**PART 5
SCOPE OF SERVICE/RESPONSIBILITIES**

A. The Department will:

1. Provide the GOVERNMENTAL BODY with a non-exclusive, non-transferable license to use HERE Proprietary Attribute Data ("HERE Data") and any related documentation (hereinafter "Files"), in retrievable form in connection with the administration of the GOVERNMENTAL BODY'S programs. The DEPARTMENT agrees to provide the GOVERNMENTAL BODY use of HERE Data without fee or cost.
2. Provide HERE Data to the GOVERNMENTAL BODY, secure FTP (File Transfer Protocol) server download, unless otherwise agreed.
3. Terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY, if it opts to terminate prior to the afore-mentioned termination date.
4. Remove from its systems any HERE Data username and password assigned to the GOVERNMENTAL BODY upon termination or expiration of this Agreement.

B. The GOVERNMENTAL BODY AGREES:

1. That it will use any and all HERE Data provided by the DEPARTMENT solely in the performance of its authorized and permitted use. The GOVERNMENTAL BODY further agrees that it will not provide or sell any HERE Data to any other person or entity without prior express written consent from the DEPARTMENT.
2. To make all requests for HERE Data by the appropriate GOVERNMENTAL BODY official, submit an email to gistranscoalition@dot.il.gov
3. To install and operate the HERE Data on properly configured and compatible computer equipment using third-party systems and applications software supplied by the GOVERNMENTAL BODY.

4. To require any and all of its consultants, contractors and/or subcontractors who require access to the HERE Data products described in this Agreement to execute a written agreement in which the GOVERNMENTAL BODY'S consultants, contractors and/or subcontractors agree:
 - a) to be bound by the terms and conditions of this Agreement;
 - b) to refrain from using the HERE Data products for any purpose except those authorized by the GOVERNMENTAL BODY in relation to the performance of its official duties; and,
 - c) to return to the GOVERNMENTAL BODY all copies of HERE Data products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with the GOVERNMENTAL BODY and/or the completion of its assigned tasks or duties.
5. That it shall refrain from providing or disclosing HERE Data to third parties without the prior express written consent of the DEPARTMENT, and further shall refrain from placing any HERE Data on the GOVERNMENTAL BODY'S website without the prior express written consent of the DEPARTMENT. This section is not intended to prohibit access to HERE Data by the GOVERNMENTAL BODY'S consultants, contractors and/or subcontractors as provided in herein. The GOVERNMENTAL BODY shall comply in all regards with the provisions of this Agreement applicable to the digital geographic data contained in the HERE Data. For the sake of clarity, it is understood that the HERE Data shall not be deemed to be "Confidential Information" for purposes of the confidentiality obligations of the parties but, as a commercial product of HERE, is subject to the license rights and restrictions contained herein.
6. To the extent permitted under the Illinois Local Records Act, to return or destroy all HERE Data it has received from the DEPARTMENT. Upon expiration or termination of the license granted in this Agreement, the DEPARTMENT shall cease all use of the HERE Data but may retain a copy of the HERE Data for archival and/or recordkeeping purposes.
7. That the HERE Data is protected by copyright.
8. To use the HERE Data for the solely personal, non commercial purposes contained in this Agreement. GOVERNMENTAL BODY may develop non-commercial applications that display driving directions and maps (in the form of raster images or bitmaps) derived from the HERE Data to the public via the Internet. When using HERE data in web applications, the GOVERNMENTAL BODY shall:
 - i. Secure the HERE data from download. In the case of any web mapping applications including, ESRI (Environmental Systems Research Institute) ArcIMS or ESRI ArcGIS Server implementations, the lock down of map services is required so that data cannot be acquired.
 - ii. Result must contain all required copyright information. The map image (initial application splash screen) must contain © **2016 HERE All Rights Reserved**. The copyright year must reflect the year the data was published by HERE.
9. That it may copy the HERE Data only as necessary for the specified use to (i) edit it, (ii) update it, and/or (iii) enhance the HERE Data for GOVERNMENTAL BODY applications. The GOVERNMENTAL BODY agrees not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of the HERE Data and will not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws. GOVERNMENTAL BODY will be permitted to provide

bitmap images derived from data developed internally and tied to NAVSTREETS geometry to the public.

10. That it may copy the HERE Data only as necessary for the specified use to (i) view it, and (ii) save it, provided that any copyright notices that appear are not removed and the Data is not modified in any way. The GOVERNMENTAL BODY agrees not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of the HERE Data, and will not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.
11. To adhere to the HERE ZIP 4+ Centroids use restriction where the ZIP+4 Centroid product may only be used in combination with other data provided by HERE.
12. To not (a) use the HERE Data with any products systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation smart phones, tablet computers, cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.
13. That the HERE Data is provided "as is" and is used at GOVERNMENTAL BODY'S risk. Further, there are no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose usefulness, use or results to be obtained from the HERE Data, or that the Data or server will be uninterrupted or error-free.
14. That any warranties, express or implied, of quality, performance, merchantability, fitness for a particular purpose or non infringement regarding HERE Data are disclaimed.
15. That it knowingly, freely and voluntarily releases, remises and discharges the Department and HERE, their officers, agents, representatives, servants and employees in respect of any claim, demand or action, irrespective of the nature or cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the use or possession of the HERE Data for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special, or consequential damages arising out of use or inability to use HERE Data, any defect in the Data, or the breach of these terms and conditions, whether in an action in contract or in tort or based on a warranty, even if the GOVERNMENTAL BODY has been advised of the possibilities of such damages.
16. That it will not export from anywhere any HERE Data, except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.
17. That the terms and conditions protecting the HERE Data shall be governed by the laws of the State of Illinois without giving effect to (a) its conflict of laws provisions, or (b) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. The GOVERNMENTAL BODY agrees to submit to the laws of the Jurisdiction of the State of Illinois for any and all disputes, claims or actions arising from or in connection with the HERE Data provided.
18. That provisions regarding the return of HERE Data shall survive termination and/or expiration of this Agreement and apply to copies of HERE Data located or identified as in the possession of the GOVERNMENTAL BODY and/or its consultants, contractors or subcontractors after the date of termination and/or expiration.

19. That each copy of HERE Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following 'Notice of Use' and shall be treated in accordance with such Notice (** please note the copyright year to appear in the Notice must reflect the year the data was published by HERE):

NOTICE OF USE
CONTRACTOR (MANUFACTURER/ SUPPLIER) NAME: HERE North America, LLC
CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS: 222 Merchandise Mart Plaza, Suite 900, Chicago, Illinois 60654

The HERE Data is a commercial item as defined in FAR 2.101.
© 2016 HERE - All rights reserved.

20. That it has taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of the GOVERNMENTAL BODY have legal authority to sign this Agreement and bind the GOVERNMENTAL BODY to the terms and conditions contained here.
21. That if any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.
22. That this Agreement may be executed in counter-parts, each of which shall be an original and all of which shall constitute but one and the same instrument.

PART 6 COMPENSATION FOR SERVICES

The DEPARTMENT and the GOVERNMENTAL BODY enter into this Agreement for the purpose of making HERE Data available to the Governmental Body without fee or cost, pursuant to the terms and conditions set forth herein.