



CRGIS Username Request Documentation Checklist



Mail forms to:
CRGIS
Bureau for Historic Preservation
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120-0093

Planners:

- Job description and/or Vita
- Letter of request from agency/company
- Signed terms and conditions

Archaeologist (not on consultant list):

- Vita showing fulfillment of *Secretary of the Interior's Professional Qualification Standards*
- Signed terms and conditions

Archaeologist (on consultant list):

- Signed terms and conditions

LICENSE, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

TERMS AND CONDITIONS:

1. System Description: Cultural Resource Geographic Information System (CRGIS) is an electronic map-based inventory of Pennsylvania's historic and archaeological sites and surveys maintained by the Pennsylvania Historical and Museum Commission (PHMC). The CRGIS contains information on approximately 20,000 archaeological sites and 128,000 historic properties ("System"). Access to archaeological site information is confidential and full access is only available to cultural resource professionals who meet the [Secretary of the Interior's Professional Qualification Standards](#) with a specialty in prehistoric, historic and/or under water archaeology or geomorphology. Project specific access is available to planners with a demonstrable need-to-know.

2. License: You ("User") acknowledge that the information contained within this site is password-protected and is and shall remain the exclusive intellectual property of the Commonwealth of Pennsylvania, acting through the Pennsylvania Department of Transportation (PennDOT) and the Pennsylvania Historical and Museum Commission (PHMC) (collectively the "COMMONWEALTH"). The Commonwealth grants to User a non-exclusive and non-transferable limited license to access the proprietary information, comprised of Pennsylvania archaeological sites information ("COMMONWEALTH PROPERTY"). Please be advised that the Commonwealth reserves the right to charge a fee for access to Commonwealth Property contained in this System. However, Users will be notified in advance of any such change.

Each User must obtain his or her own password to access the System. User shall keep his or her password and user ID confidential and shall not share, transfer, or make them available to any other person or entity.

The right to electronically access and display COMMONWEALTH PROPERTY retrieved from the System is subject to the following terms and conditions:

A. Restrictions: The COMMONWEALTH PROPERTY contains copyrighted material, trade secrets, and other proprietary material owned by the Commonwealth. To protect the Commonwealth, User acknowledges and agrees that the COMMONWEALTH PROPERTY is proprietary and confidential and may be used only by qualified individuals. User may not modify, sell, sublicense, or distribute the COMMONWEALTH PROPERTY in any way, or create derivative works based upon the COMMONWEALTH PROPERTY and may not decompile, reverse engineer or decode the System, in whole or in part.

User agrees that it will not post or distribute the COMMONWEALTH PROPERTY online in a data warehouse or post the COMMONWEALTH PROPERTY anywhere without the express written permission of the Commonwealth. User also agrees not to disclose or make available specific archaeological site locations to third parties without the prior written consent of the Commonwealth.

User further agrees to guard the COMMONWEALTH PROPERTY with the same diligence with which it guards its own proprietary information. If User needs to disclose all or part of a specific archaeological site location to a third party to assist in the work or service performed by or for the User, it may do so only if User first obtains written authorization to do so from the Commonwealth and such third parties sign agreements containing substantially the same terms and conditions as those contained herein. This includes but is not limited to screen captures and screen prints of specific archaeological site locations. However, notwithstanding any restriction contained herein, User may disclose a specific archaeological site location to his or her client if, and only if, the site will be directly impacted by project activities.

Except as provided herein, User may not use the COMMONWEALTH PROPERTY or retrieve COMMONWEALTH PROPERTY from the System in any fashion that infringes the copyrights or other interests therein. In addition, USER may not use or intermix COMMONWEALTH PROPERTY with any third party's intellectual property.

User may not remove or obscure the copyright notice or other notices contained in or retrieved from the System.

User shall cite to the Pennsylvania Historical and Museum Commission's Cultural Resources Geographic Information System (CRGIS) as a source of site information when using data from CRGIS in any publication, report or presentation.

As stated in the Data Quality Statement, sites viewed in the System may not include precise boundaries because of various sources of mapped data. Therefore, User agrees not to use site boundary information for engineering purposes without field verification.

B. Access to the System: Only the individuals authorized by the COMMONWEALTH may access the System.

COMMONWEALTH PROPERTY and features may be added or withdrawn from the System or otherwise changed without notice.

C. Term: The term of this license agreement shall commence on the date access has been established and terminate six months from that date, unless it is renewed for an additional six month period. This License shall terminate without notice if User fails to comply with the terms and conditions of this License.

D. Indemnification: User shall indemnify, hold harmless, and defend (if requested) the Commonwealth, PennDOT and the PHMC and all of their officers, agents, employees, from and against any and all claims, demands, suits, losses, damages, actions or fees (including attorneys' fees) of any kind whatever, character, name or description caused by, in connection with, resulting from or arising out of User's access to and use of the System.

E. No Warranties: The Commonwealth makes no warranties that User's access to use of the COMMONWEALTH PROPERTY will be error free or successful. The Commonwealth makes and User receives no warranty, express or implied, and there are expressly excluded all warranties of merchantability and fitness for a particular purpose.

F. Choice of Laws: This license shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and with the intellectual property laws of the United States of America.

G. Government Rights: It is understood that certain funding may have been provided or used for the development of the System by the Federal government. Accordingly, the rights to Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. Section 401, and other applicable statutes.

H. Miscellaneous: These terms and conditions may be changed from time to time by the COMMONWEALTH and shall become effective immediately upon written or electronic notice to User. User's access may be terminated immediately upon notice to the COMMONWEALTH that the User does not accept the changes. The COMMONWEALTH may also terminate User's access to the System for breach of this Agreement or suspend or discontinue providing access to the System to User without notice and pursue any other remedy legally available to enforce compliance with any of User's obligations hereunder.

Except as otherwise provided herein, all notices and other communications are deemed to have been properly given to User if provided electronically or in writing deposited in the U.S. mail.

The failure of the COMMONWEALTH to enforce any provision hereof shall not constitute or be construed as a waiver of the COMMONWEALTH'S right to enforce it at a later time.

The User may not assign his or her rights or delegate use of his or her User ID and password to the System without the prior written consent of the COMMONWEALTH.

I HEREBY AGREE TO ABIDE BY AND COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH HEREIN.

USER NAME: _____

USER SIGNATURE: _____

DATE: _____