

# Data Distribution and Exchange Policy

GIS Department  
Beaufort County, South Carolina  
February 25, 1998  
amended April 29, 2004

## Introduction

This document describes the policy of Beaufort County with respect to GIS data distribution and exchange. This policy is intended to insure that information maintained by Beaufort County in digital form is available to the public as required by the S.C. Freedom of Information Act. In addition, this policy sets forth procedures by which information may be obtained in non-standard format.

## General Policy

In order to provide information to the widest possible audience at the lowest cost to both Beaufort County and the requestor, Beaufort County will provide maps maintained on the GIS in printed form. Requests for maps maintained by the Beaufort County GIS department should be directed by the GIS Director. Such maps will be printed out in a timely manner based upon the current workload of the Beaufort County GIS department.

## Requests for Data in Non-Standard Formats

Digital data may be provided in a non-standard format as a courtesy by Beaufort County when it is in the direct public interest to do so. In order to protect the public from the unique danger of abuse which digital data presents, and still provide a valuable service, Beaufort County will enter into agreements with end users for providing data under the following conditions:

- Beaufort County reserves the right to limit agreements to those organizations which can adequately demonstrate that it is in the public interest to provide digital data in a non-standard format.
- End users requesting data in a non-standard format will be required to enter into one of three types of agreements, a project exchange agreement, an ongoing exchange agreement or an end user digital data purchase agreement. Agreements will be handled on a case by case basis, with the following general provisions:
  - Project Exchange: A project exchange agreement is a fixed-length agreement. End users must provide Beaufort County with return data in digital form showing all updates, changes, or modifications made to original data for the purposes of the designated project. End users shall not resell or redistribute data provided or derived from Beaufort County data in digital form to third parties.
  - Ongoing Exchange: An ongoing exchange agreement is a long term or indefinite-length agreement. End users and Beaufort County will notify each other of changes and updates and provide them to one another in a timely fashion. The end user must establish why it is in Beaufort County's interest to provide ongoing updates, and agree to areas of responsibility which will be made part of the agreement. End users may make any use of the data they desire, including redistribution or sale to third parties, provided the end user notifies Beaufort County of such redistribution. In addition, the end user must notify the third party that the data may be available from Beaufort County.

- End User Digital Data Purchase: An end user digital data purchase agreement will allow the end user to utilize Beaufort County GIS data for reference and updating. End users shall not resell or redistribute data provided or derived from Beaufort County in its original form to third parties.
  
- Violations: In addition to other legal action, violation of data exchange Agreements will result in the violator(s) being barred from Beaufort County contracts for a period of five (5) years. Requests for information in non-standard format must be made in writing to the Beaufort County GIS Department Director. The GIS Director, in conjunction with the other division heads, will determine if the request is in the interest of Beaufort County. If not, the data will be provided in standard form. Otherwise, an agreement will be developed between Beaufort County and the requestor and submitted to the Chief Information Officer for approval.

Beaufort County is not liable or responsible for errors, omissions, either known or unknown. The suitability of use for any purpose is not assured.

I have read and understand the terms and conditions of this policy.

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_