

Brownfield Working Group

Brownfield Mapping Tool User Agreement: May 5, 2020

Agenda & Introductions

Meeting Objectives:

- Disclaimer Review & final draft development
- User Agreement Review & final draft development
- Develop list of alternative names for Brownfield Mapping Tool

- **Welcome and Introductions**
- **Disclaimer Review**
 - Current language of disclaimer
 - Review of other disclaimers
- **User Agreement Review**
 - Current language of disclaimer
 - Review of other disclaimers
- **Review current names and develop new names**
- **Closing and Next Steps**

Disclaimer Review

Current Draft of Key Points for Disclaimer

- All data has been publicly sourced and is not guaranteed to be 100% complete, accurate or current.
- The information found here is meant for the benefit of the Calumet region and “as is”.
- Users are not entitled to package, redistribute, or sell this information without written approval from Calumet Collaborative.
- Calumet Collaborative, assumes no liability for any losses that might occur from the use, misuse, or inability to use the data presented.

Disclaimer Examples - FEMA

- **Disclaimer:** Preliminary data are for review and guidance purposes only. By viewing preliminary data and maps, the user acknowledges that the information provided is preliminary and subject to change. Preliminary data, including new or revised FIRMs, FIS reports, and FIRM Databases, are not final and are presented on the MSC as the best information available at this time. Additionally, preliminary data cannot be used to rate flood insurance policies or enforce the Federal mandatory purchase requirement. FEMA will remove preliminary data once effective data are available.

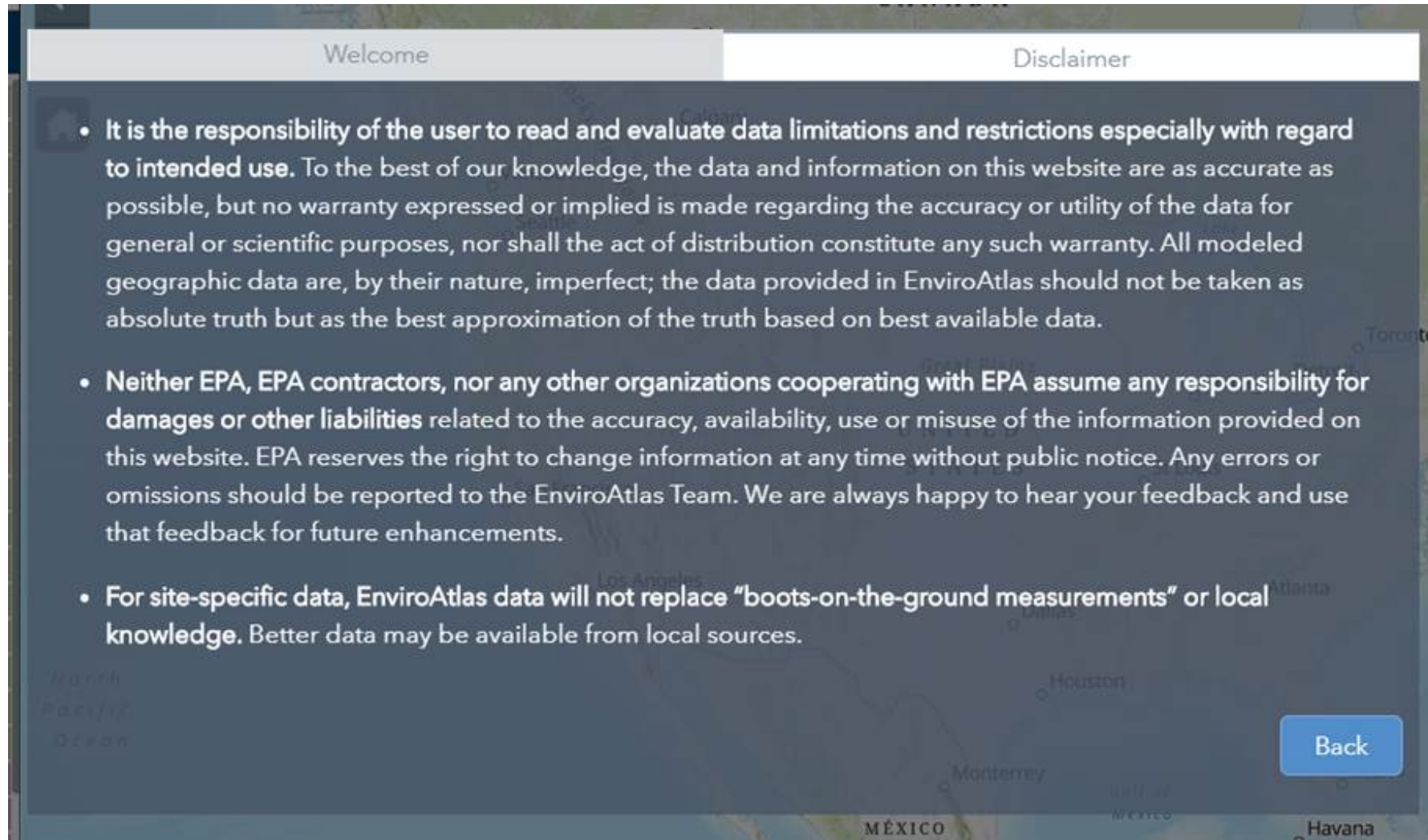
Disclaimer Examples – Municipal

- The City of Lowell shall have no liability for the data or lack thereof, or any decisions made or action not taken in reliance upon any of the data.
- The Town of Brookline makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the Town, including the implied validity of any uses of such data.
- The data provided in this site are provided for informational and planning purposes only. The Town and <consultant name> are not responsible for the misuse or misrepresentation of the data.

Disclaimer Examples – Cook County

- All Cook County Government (Cook County) geospatial data and maps are copyrighted. You are not entitled to repackage, resell or distribute this information without the written permission of the Cook County Board of Commissioners.
- While efforts have been made to be as accurate as possible, Cook County provides the data for your personal use “as is.” The data is not guaranteed to be accurate, correct, or complete. Information provided should not be used as a substitute for legal, business, tax, or other professional advice. The viewer should contact appropriate regulating agencies to determine accuracy or suitability of the data for a particular use.
- Cook County, nor its staff, assume no liability whatsoever for any losses that might occur from the use, misuse, or inability to use its geospatial data or maps or websites. All material appearing on the web site is provided and transmitted without warranty of any kind and are subject to the terms on this disclaimer.

Disclaimer Examples – EPA EnviroAtlas



Welcome Disclaimer

- **It is the responsibility of the user to read and evaluate data limitations and restrictions especially with regard to intended use.** To the best of our knowledge, the data and information on this website are as accurate as possible, but no warranty expressed or implied is made regarding the accuracy or utility of the data for general or scientific purposes, nor shall the act of distribution constitute any such warranty. All modeled geographic data are, by their nature, imperfect; the data provided in EnviroAtlas should not be taken as absolute truth but as the best approximation of the truth based on best available data.
- **Neither EPA, EPA contractors, nor any other organizations cooperating with EPA assume any responsibility for damages or other liabilities** related to the accuracy, availability, use or misuse of the information provided on this website. EPA reserves the right to change information at any time without public notice. Any errors or omissions should be reported to the EnviroAtlas Team. We are always happy to hear your feedback and use that feedback for future enhancements.
- **For site-specific data, EnviroAtlas data will not replace “boots-on-the-ground measurements” or local knowledge.** Better data may be available from local sources.

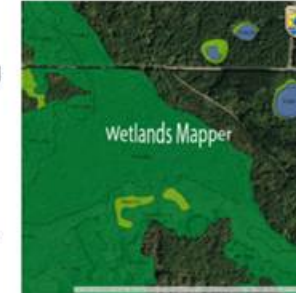
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Disclaimer Examples – Wetlands Mapper

Wetlands Mapper

The Wetlands mapper is designed to deliver easy-to-use, map like views of America's Wetland resources. It integrates digital map data along with other resource information to produce current information on the status, extent, characteristics and functions of wetlands, riparian, and deepwater habitats. The Wetland Mapper fulfills the U.S. Fish and Wildlife Service's strategic plan for the development, revision and dissemination of wetlands data and information to resource managers and the public. This information is intended to promote the understanding and conservation of wetland resources through discovery and education as well as to aid in resource management, research and decision making.

The wetlands displayed on the Wetlands Mapper show wetland type and extent using a biological definition of wetlands. There is no attempt to define the limits of proprietary jurisdiction of any Federal, State, or local government, or to establish the geographical scope of the regulatory programs of government agencies.



1

Please read the [Disclaimer](#), [Data Limitations, Exclusions and Precautions](#), and the [Wetlands Geodatabase User Caution](#).

2

Refer to the following links for documentation and instructions:

- [Wetlands Mapper Documentation and Instructions Manual \(PDF\)](#)
- **VIDEO:** [How to find and use the U.S Fish and Wildlife Service's Wetlands Mapper](#)

3

Open any Mapper by **clicking on the map icons below** (best viewed by maximizing your browser window):

Wetlands Mapper

NWI data desktop/mobile viewer;
data last modified Oct 8, 2019.



Projects Mapper

Recent wetland data additions and
active wetland mapping projects.



- Last updated: March 31, 2020 -

What are the key points to incorporate into our disclaimer?

- Insert points here

User Agreement Review

Current Draft of Key Points for User Agreement

- Define the goals of map
- Positive narrative
 - The mapping tool is to identify potentially contaminated sites and encourage redevelopment and reuse for the benefit of the Calumet region
- Identify the tool's restrictions of use
 - Only for ethical use
 - In accordance with the law
- Intellectual property/Data ownership
- Representation of data that is aligned with narrative
- How can this language be solidified?

User Agreement Points

- General Use guidelines
- Restrictions
- Brand Etiquette
- Social Media
- Termination
- Ownership

User Agreement Example (CNHA)

CALUMET HERITAGE AREA BRAND TOOLKIT TERMS AND CONDITIONS

This Calumet Heritage Area Brand Toolkit Agreement (the "Agreement") is made between you (the "Authorized User") and The Calumet National Heritage Area Coordinating Committee (CNHA CC).

Subject to the terms and conditions of this Agreement, CNHA CC hereby grants to Authorized User the revocable, non-transferable, non-exclusive, royalty free right to use the content CNHA CC has made available in the Calumet Heritage Area (CHA) Brand Toolkit.

You must read and accept these Terms of Use in order to receive and use the Brand Toolkit made available by the CNHA CC.

TERMS AND CONDITIONS

General. Where applicable, this Agreement covers only usage of the Calumet Heritage Area Brand and/or Brand + Tagline graphic image files. While a "Calumet National Heritage Area" version of the Brand / Brand + Tagline exists, it is not available for use at this time, and will only be made available if/when National designation of the Calumet Heritage Area occurs.

User Agreement Example (CNHA)

Restrictions. (1) Use of the Calumet Heritage Area Brand and/or any of the content in the Calumet Heritage Area Brand Toolkit may only be done for activities that are officially sanctioned or sponsored by Calumet Heritage Area and/or are aligned with the values/goals of the Calumet Heritage Area listed in Brand Etiquette below. (2) Distribution of CHA intellectual property made available through the CHA Brand Toolkit is limited to CHA volunteers who are involved in an official capacity in CHA activities and CHP or Calumet Collaborative staff. (3) Any use of the CHA Brand and/or intellectual property made available in the CHA Brand Toolkit must strictly conform to the specifications set forth in the Brand Guidelines that are distributed with the Brand Toolkit. (4) Authorized Users shall not use the CHA Brand or any intellectual property made available through the CHA Brand Toolkit in a manner that could be interpreted to confuse readers as to the source of the information, damage the reputation of CHA, Calumet Heritage Partnership or Calumet Collaborative, or impute positions or opinions of Authorized User to CNHA CC. (5) Authorized User may not use these graphics for commercial purposes including but not limited to placement on merchandise for resale without approval of the CNHA CC.

In addition, the Authorized User agrees not to use these graphics:
In any manner that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; To impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; To intentionally or unintentionally violate any applicable local, state, national or international law.

User Agreement Example (CNHA)

- **Brand Etiquette.** When Authorized Users are using the brand, ensure that the Authorized User is respecting the values and goals of the Calumet Heritage Area. These include promoting the area so that people:
 - Discover this place and come back;
 - Understand its rich, historic significance
 - Experience its natural and environmental resources
 - Participate in cultural offerings and local economies
 - Be a part of its transformative future
- **Social Media** If the Authorized User participates in social media representing the Calumet Heritage Area, please follow these guiding principles: Ensure that your content respects the brand and its accompanying guidelines, including
 - logo usage, tone and relevant images
 - Edit and make sure there are no spelling or grammatical errors when posting
 - Use hashtags sparingly and wisely, so they have more meaning
 - Respect copyright and credit content, when appropriate
 - Post meaningful, respectful comments

User Agreement Example (CNHA)

Termination. CNHA CC may terminate this Agreement upon written notice to Authorized User. Upon termination, Authorized User must immediately: (i) cease all use of the CHA Brand and/or any content gathered from the CHA Brand Toolkit; and (ii) delete all originals and copies of such CHA intellectual property in his/her possession.

Representations. Authorized User represents and warrants that he/she has the necessary power and authority to enter into this Agreement and that he/she is: (i) a CHA, Calumet Heritage Partnership or Calumet Collaborative volunteer involved in an official capacity in CHA activities; or (ii) a member of the Calumet Collaborative/CNHA CC staff.

Ownership. Authorized User understands and agrees that CNHA CC and its licensors are the sole owners of all intellectual property rights in the CHA Brand Toolkit and its components. Except as provided in this Agreement, Authorized User shall not acquire any interest in the intellectual property of CNHA CC. All goodwill associated with the use of the CHA Brand and Brand Toolkit shall inure to the benefit of CHA.

CNHA CC reserves the right to update this Agreement and to establish additional policies for specific elements of the CHA Brand and Brand Toolkit at its sole discretion

What are the key points to incorporate into our user agreement?

- Insert points here

Name Suggestions

- Calumet Reinvestment Map
- Restore Calumet
- Areas/Opportunities for Reinvestment (in the Calumet Region)
- Reinvestment Area Mapping Program (RAMP)
- Calumet Reinvestment Area Mapping Program (CRAMP)
- Calumet Area Mapping Program (CAMP)
- Calumet Opportunity Map
- Calumet Opportunity Zone Toolkit
- Calumet Map Toolkit

Next Steps

Group Announcements

Thank you for your participation!