

New Jersey Department of Environmental Protection (NJDEP)  
Historic Preservation Office (HPO)  
**Data Use and Distribution Agreement**

By accepting copies of or access to HPO's digital collections, the user agrees to abide by the terms and conditions of the following:

#### I. DESCRIPTION OF DATA TO BE PROVIDED

New Jersey and National Register nominations; Certifications and/or State Historic Preservation Officer opinions of eligibility; HPO digitized images; GIS data; HPO copies of cultural resource reports prepared by federal, state, county, and local governments and private applicants for state/federal permits.

#### II. DISCLAIMER

For all data contained herein, the HPO makes no representations of any kind including, but not limited to, the warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the data furnished hereunder. The HPO assumes no responsibility to maintain them in any manner or form.

#### III. TERMS OF DISCLOSURE

The New Jersey Historic Preservation Office maintains the official inventory of known historic properties for the State of New Jersey per the requirements of the National Historic Preservation Act of 1966, as amended. The use of this information is restricted pursuant to Section 304 of the National Historic Preservation Act, as amended, and Section 9 of the Archaeological Resources Protection Act. By signing this agreement, you agree to use the sensitive archaeological and historic property data contained in the materials provided pursuant to the confidentiality provisions established by Section 304 of the National Historic Preservation Act and Section 9 of the Archaeological Resources Protection Act.

#### IV. TERMS OF AGREEMENT

1. Digital data received from the HPO are to be used solely for internal purposes in the conduct of daily affairs.
2. The data are provided as is, without warranty of any kind, and the user is responsible for understanding the accuracy limitations of all data provided herein. The HPO assumes no responsibility for any reproduction or data manipulation done by the user.
3. Digital data received from the HPO may not be reproduced or redistributed for use by anyone without first obtaining permission from the HPO.
4. Any maps, publications, reports, or other documents produced as a result of this project that utilize HPO digital data will credit the HPO as the source of the data with the following credit/disclaimer: "This [map/publication/report] was developed using New Jersey Historic Preservation Office digital data, but this secondary product has not been verified by the HPO and is not state-authorized."

5. Users shall require any independent contractor hired to undertake work that will utilize digital data obtained from the HPO to agree not to use, reproduce, or redistribute HPO data for any purpose other than the specified contractual work. All copies of HPO data utilized by an independent contractor will be required to be returned to the original user at the close of such contractual work.

Users hereby agree to abide by the use and reproduction conditions specified above and agree to hold any independent contractor to the same terms. By using data provided herein, the user acknowledges that terms and conditions have been read and that the user is bound by these criteria.

**Researcher:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

For data including archaeological site locations, the follow provisions apply:

1. Digital data containing specific archaeological site location is only available to research staff under the supervision of a Principal Investigator who meets the Secretary of the Interior's Minimum Professional Qualification Standards for Archaeology.
2. Users agree not to distribute or disclose specific archaeological site location information in public documents or make this information available to unauthorized individuals within or outside of their agency/institution without the authorization of the HPO. Users understand that if their agency/institution is required to maintain public records, they will be maintained in a way that ensures that no data subject to Section 304 of the National Historic Preservation Act and Section 9 of the Archaeological Resources Protection Act is disclosed.

**Principal Investigator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

