

West Virginia State Historic Preservation Office Online GIS
Access Release Form
INTRODUCTION

The WVSHPOGIS is password protected and users must complete this application to have their username and password activated by the Site Administrator. For profit and student/research passwords are valid for three months. Federal and State agency passwords are valid for six months. This Subscription Agreement is valid for one year from the date of the signature. This Subscription Agreement must be renewed yearly by completing this application form. Moreover, you will be prompted to reset password after it expires, within the one year subscription period. In order to renew your subscription you must also re-submit this Access Release Form, the Account Registration Form and an updated copy of your CV.

APPLICANT INFORMATION

Company/Organization: _____

Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone: _____ **Fax:** _____

Email: _____

ACKNOWLEDGMENTS AND CONDITIONS OF USE

1. I acknowledge that the information contained in the WVSHPOGIS is confidential and sensitive, and release of any password protected data may threaten archaeological and historical resources. Protected information, such as specific locations of resources obtained from the system, are **exempt from the public records law (Freedom of Information Act [FOIA])**, pursuant to W. Va. Code 29B-1-1 *et seq.* and are not be shared with individuals, companies, and/or state or federal agencies that are not directly involved with the specific project(s) for which the research is being conducted. Such information should also never be shared with the public, press releases, videos, popular books and etc.
2. I agree not to share account information including, but not limited to, my user name and password with another party.
3. I acknowledge that the archaeological site information contained within the WVSHPOGIS system represents only the information that has been formally recorded. Site and property boundaries on the site may not reflect the actual boundaries of the resources and the absence of sites in a given area does not indicate that unrecorded resources are not present.

4. I acknowledge that the information available on the WVSHPOGIS is complex and may contain errors and defects. The data is also dynamic, periodic updates will occur that may impact previously accessed information. I agree to accept the data "as is" and accept that it may not meet all of their needs and expectations. Moreover, I agree to accept that it may not be possible to correct all errors and nonconformities identified, and as such, a records search at the WV Division of Culture and History's offices may be necessary for more in-depth research projects such as Data Recovery report preparation or National Register Assessments.
5. I agree that I shall identify the WVSHPOGIS as a source/reference in all reports or printer materials and indicate the days that the information was accessed for each project. I understand that I must include a copy of the WVSHPOGIS access form with all submitted reports. Can be found under the Forms heading on the Map Viewer home page. Also available on the WVSHPO home page <http://www.wvculture.org/shpo/shpoinde.aspx>
6. I acknowledge that the WVSHPO shall not be liable for any loss, consequential harm to resources, claims or expenses that may arise in connection with any authorized or unauthorized use of the data obtained from the WVSHPOGIS mapping utility.
7. I acknowledge that information obtained from the WVSHPOGIS system does not constitute a review under Section 106 of the National Historic Preservation Act, 36CFR800 and its implementing regulations; the National Environmental Policy Act of 1969 or the Archaeological and Historic Preservation Act of 1974. Nor does it constitute WVSHPO review under WVDEP/WVSHPO programmatic agreement or WV State Code 29-1-8 and its implementing regulations.
8. I acknowledge that a portion of the site and survey data contained within the WVSHPOGIS are considered to be under the jurisdiction of various organizations and may therefore be subject to additional levels of protection including greater restriction on file access and use as well as exclusion from the FOIA. When applicable approval may be necessary to utilize site information from such managing organizations. These may include the U.S. Department of Agriculture, United States Forest Service, the U.S. Department of Army Corps of Engineers, U.S. Department of Energy, and so forth.
9. I understand and agree that WVSHPO has the right to modify or terminate this Subscription Agreement without notice. Moreover, I understand and agree that any violations of the conditions of use as acknowledged and understood by myself will result in termination of access, and I will no longer be permitted to access WV archaeological site information online or at the WV Division of Culture and History's offices.

By signing below you indicate that you have read and agree to acknowledgements and conditions as stated above.

SIGNATURE: _____

DATE: _____

