

COMMONWEALTH OF PUERTO RICO
OFFICE OF MANAGEMENT AND BUDGET (OMB)

Hon. Aníbal Acevedo-Vilá
Governor

Ileana Fas Pacheco, PE
Director

COMMITMENT TO USE
CARTOGRAPHIC PRODUCTS

THE OFFICE OF MANAGEMENT AND BUDGET OF THE COMMONWEALTH OF PUERTO RICO, in executing the responsibilities imposed upon it by Article 3 of Law No. 147 of June 18, 1980, as amended, acquired from the Center for Collection of Municipal Taxes (CRIM, as per its acronym in Spanish) certain cartographic products (“the Products”) that include the territory of the Commonwealth of Puerto Rico, with the exception of those areas under Federal government flight restrictions, for distribution to agencies and beneficiary instrumentalities.

The Products have the primary purpose of supplying the need for a uniform and updated cartographic base for planning endeavors, the protection of resources, the safety and protection of property and life, as well as, matching the data produced by the agencies.

In order to facilitate the use of this product and to guarantee its adequate use, the OMB requires the commitment of each organization to comply with the following conditions as a prerequisite to receiving the Products:

1. The Products will be made available to agencies of the Commonwealth of Puerto Rico and the public corporations designated as beneficiaries in the signed contract between OMB and the CRIM. The OMB will receive the first copy of the Products and will be in charge of delivering the copies to the chief executives or authorized representatives of the beneficiary government organizations.
2. The beneficiary accepts the terms of the license of usage that are hereinafter described. It is the responsibility of the entity receiving the Products to comply with the stipulations pertaining to their permitted and non-permitted uses. The OMB will not be responsible for the handling of the Products by the **AGENCY**.
3. **PERMITTED USES:** The **AGENCY** will be able to do the following:
 - a. Change the format of the product, of both the original delivery medium and the internal digital format in which it was received.
 - b. Create a DEM or a TIN (*Triangulated Irregular Network*) or any other by-product.
 - c. Make a copy of the product for internal use or as a backup.
 - d. Distribute by-products of the product.

The by-products are those submitted under an irreversible process that separates them from the original data source, as for example, those that have undergone a degradation process. In order to consider orthographical or DEM degradations as by-products, the resolution must be one square meter or more. In the case of planimetry, in order to consider the degradation as a by-product, its scale must not be larger than 1:5,000.

The interpreted data is that extracted from the product with the purpose of generating new information.

Both the by-products and the interpreted data from the product will be considered as the authorship of those beneficiaries that produce them.

- e. Distribute the Product, in an isolated and non-profitable manner, in a digital format that does not allow manipulation (for example, a bit map) or as part of a research job or a publication.
- f. Make the Product available to its contractors, agents or sub-contractors for purposes in accordance with the terms established by the license of usage of the present Contract and subject to the limits herein established and with no right to transfer, modify, copy, or sub-license it.
- g. Publish by-products or orthographic degradation at a scale of 1:2000 (a level 4, with a quality no larger than a 400% from the original) in a JPEG format in the Internet for public purposes, accrediting the source. Said publication shall not be used to market, sell, or in any other manner distribute the product.

4. **NON-PERMITTED USES:** The **AGENCY WILL NOT** permit any of the following uses when the permit of usage of the Products is granted under the conditions established through the CRIM and OMB Contract, and by no means will it allow that any beneficiary, unless there is a written authorization from the CRIM, undertake the following activities:

- a. Copy or reproduce the Products in a manner that is inconsistent with the permitted uses.
- b. Sell, grant licenses, transfer, disclose, or use the Products in a manner inconsistent with this Contract.
- c. Alter or remove any intellectual property notice contained on the Products.
- d. Sell, lease, hand over or in any other form to transfer its rights and/or obligations under this License Contract.

5. **EXCESS OF PERMITTED USES.** If the CRIM has reason to believe that a beneficiary agency of the Products has used them in a manner inconsistent with the stipulated permissible uses, the beneficiary agrees to meet with representatives of the CRIM to verify correct usage.

If after said meeting with the beneficiary, the CRIM determines that the Products have been used in a manner inconsistent with the permitted uses in accordance with this License Contract, the CRIM shall be able to do the following:

- a. Require the beneficiary that failed to comply, to return the Product.
- b. Prohibit the beneficiary that failed to comply, from using the Product in the future.

ACCEPTANCE

I, _____, _____,
(Name of the official or Authorized Representative) (Position or title)

representative of _____ certify that I have received the
(Name of the beneficiary agency)

information herein described and I commit that I will inform or transmit it to those officials in charge of the administration and compliance with what is herein established.

Signed today, _____, _____, _____
Month day year

Signature of the Authorized Representative