

# ArchSite Subscription Request & License Agreement

## Organization Contact Information

Organization Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Payment.** ArchSite is an on-line GIS service provided by the SC Institute for Archaeology & Anthropology and the SC Department of Archives and History. **ArchSite can be accessed free of charge at either of the sponsoring agencies.** However, in order to offset the operating costs of the system a subscription fee is required for off-site access.

## ArchSite Fee Schedule

	Annual	Quarterly	Weekly	Amt enclosed
<b>For-profit entities</b>				
One office location	\$600	\$200	\$50	
Two or more office locations	\$1200	\$400	n/a	
<b>Non-profit entities</b>				
One office location	\$300	\$100	\$30	
Two or more office locations	\$600	\$200	n/a	
<b>Free on-site access</b>	-	-	-	

Please refer to the ArchSite web site for a [list of qualifying non-profits](#). Annual subscription is on a state fiscal year basis, July-June, and is prorated on a monthly basis (contact ArchSite Administrator for pro-rated fees).

*Make checks payable to the University of South Carolina (with ArchSite in the memo line).*

**Authorized users.** Indicate the names of people in your office who should have subscriber access. At the annual subscription level, ArchSite also has an export component. Indicate which annual subscribers should have access to this feature.

Subscriber:	Export?	Subscriber:	Export?
1.	___	5.	___
2.	___	6.	___
3.	___	7.	___
4.	___	8.	___

If you are applying for subscriber level access, indicate the amount enclosed in the fee schedule table and mail the following to **SCIAA, 1321 Pendleton St. Columbia, SC 29208, ATTN: Tamara Wilson, ArchSite Admin:**

- Completed ArchSite Subscription Request & License Agreement form;
- Check payable to USC with ArchSite in the memo line;
- Current copy of a resume, curriculum vitae (CV) or current position description for all persons to be given Subscriber access;

**ACCESS AND USE AGREEMENT  
FOR ARCHAEOLOGICAL AND HISTORIC PROPERTIES INFORMATION  
STORED IN DIGITAL FORMAT**

MADE AND ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

BY AND BETWEEN

The South Carolina Institute of Archaeology and Anthropology (hereafter "SCIAA"), an organization created and empowered by South Carolina Code of Laws 60-13-210 and having its principal address as 1321 Pendleton Street, University of South Carolina, Columbia, South Carolina, 29208, telephone 803-777-8170;

The South Carolina Department of Archives and History (hereafter "SCDAH"), a government agency of the State of South Carolina, having as its principal address for purposes of this agreement at 8301 Parklane Road, Columbia, South Carolina 29223-4905, telephone (803) 896-6100.

AND

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----- (hereafter "User")

WITNESSETH THAT:

WHEREAS, the SCIAA maintains, as per State Law (60-13-210), the South Carolina Statewide Archaeological Site Inventory, known hereafter as Archaeological Site Information, which is composed of a site identification and numbering system, archaeological site records, and master site location maps; and

WHEREAS, the South Carolina State Historic Preservation Office, a division of SCDAH, maintains a Statewide Inventory of Historic Properties, which includes information about listing in and eligibility for the National Register of Historic Places, in accordance with the National Historic Preservation Act (16- USC-470), and

WHEREAS, the SCIAA and the SCDAH have developed a set of digital files for the Statewide Archaeological Site Inventory and the Statewide Inventory of Historic Properties respectively, and

WHEREAS, portions of the Statewide Archaeological Site Inventory and the Statewide Inventory of Historic Properties are digitally stored on a server located at the University of South Carolina (known hereafter as "digital files"); and

WHEREAS, the SCIAA and SCDAH have developed an online Geographic Information System (known hereafter as "ArchSite") for the purpose of making cultural resource information more accessible to cultural resources consultants and government agencies, and

WHEREAS, the User wishes to obtain access to the digital files through ArchSite for its own use; and

WHEREAS, the SCIAA and SCDAH are willing to make this information available to the User, on the terms and conditions, subject to certain restrictions and disclaimers, and for the express purposes, herein stated;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1.0 Grant of Access Permission; Agreement Term

1.1 The SCIAA and SCDAH grant the User, subject to the provisions of this Agreement, permission to access and use the ArchSite application solely for internal use by the User.

1.2 The term of this Agreement shall continue for the period defined within the User Agreement. The term may be extended for successive periods of not more than one (1) year each, upon execution of a written amendment to this Agreement and payment of the annual fee.

## 2.0 Restrictions on Use

2.1 Archaeological Sites and the information they produce constitute a unique and nonrenewable resource. The use of site information shall be carefully considered by the User in light of potential impacts to sites caused by increased awareness of their existence and location. The User must maintain strict security of the Archaeological Site Information Database, and must maintain controlled, limited access. Precise locational data should be made available by the User only on a need to know basis and never in general information releases, media or press releases, popular books or articles and so forth.

2.2 Information related to the location and character of certain National Register properties (e.g. Restricted National Register Points and Polygons) has been restricted from the general public by the National Park Service. The User must maintain strict security of all Restricted National Register data sets, and must maintain controlled, limited access. Precise locational data should be made available by the User only on a need to know basis and never in general information releases, media or press releases, popular books or articles and so forth.

2.3 The User acknowledges that archaeological sites and historic properties located in a particular area represent only those that have been formally recorded and properly submitted to the SCIAA State Site Files and the SCDHAH, that the site or property boundaries as defined by the records may not accurately reflect the extent of the site, and the absence of sites or properties in a particular area does not mean that cultural resources are not present.

2.4 The User acknowledges that reviewing or using information in ArchSite does not constitute compliance with the cultural resource provisions of the National Historic Preservation Act of 1966 (16 U.S.C. 470, as amended), the S. C. Coastal Zone Management Act of 1979, the S. C. Water Resources Planning and Coordination Act of 1967, the S. C. Mining Act of 1990, the S. C. Underwater Antiquities Act of 1991, and the state's Hazardous Waste Management Regulations.

2.5 The User shall not disclose, publish, sell, assign, lease, sublease, market or transfer information from ArchSite in a digital spatial format without the express written permission of the SCIAA and SCDHAH. When User modifies data for approved applications, the resulting product shall not be represented as an official product of the ArchSite, SCIAA or SCDHAH.

2.6 The User shall not disclose user account information assigned to User by the ArchSite Administrator to another party.

## 3.0 Data Quality

3.1 The User acknowledges that Archaeological Site and Historic Property information is complex and may contain some nonconformities, defects, or errors. Further, the information is dynamic, with data elements periodically updated and corrected to represent the best possible information. Archaeological Site and Historic Property Information is complete only in the sense that it compiles the best available information based upon site-specific field and survey investigations that are highly variable in coverage. The SCIAA and the SCDHAH do not warrant that the information available in ArchSite will meet the User's needs or expectations, or that all nonconformities can or will be corrected. User accepts the Information "as is." Further, SCIAA retains all authority to determine the completeness and currency of the Archaeological Site Information Database. The SCDHAH retains all authority to determine the completeness and currency of the Statewide Inventory of Historic Properties.

3.2 Any authorized use of information derived from or supplemented by ArchSite and provided in reports, publications, information releases shall acknowledge the SCIAA and the SCDHAH as the source, and shall include any qualifications deemed appropriate given the conditions and specific application.

## 4.0 Archaeological Site Data Submittals (when applicable)

4.1 Archaeologists and allied professionals who are permitted to upload data to the Archaeological Site Information Digital Database have a responsibility to insure that the data is accurate and complete. A digital signature identifying the individual and/or organization accompanies all data uploaded to the Archaeological Site Information Digital Database. Problems or discrepancies relating to the accuracy or completeness of uploaded data will be referred to the individual and/or organization that uploaded the data.

4.2 Problems or discrepancies relating to accuracy or completeness of uploaded data referred to the originating individual and/or organization must be corrected within five (5) working days after notification by the Office of the State Archaeologist. Notification will occur by delivery receipted email, and/or delivery receipted mail, or by other delivery means that provide for an accurate date of receipt. The Office of the State Archaeologist may grant extension of the time for correction beyond the five working days. The Office of the State Archaeologist is not required to grant extensions.

4.3 Failure to correct problems or discrepancies within the time period specified in Section 4.2 may result in suspension of access privileges or termination of access privileges for the individual and/or organization responsible for providing the data. Repeated failures to correct problems or discrepancies within the time period specified in Section 4.2 may result in loss of access to the system and forfeiture of fees.

#### 5.0 Limitation on Liability; Indemnity

5.1 The SCIAA and the SCDAAH shall not be liable under any circumstances for lost profits, lost savings, or any consequential damage which may arise from the use of the Archaeological Site and Historic Property Information. The SCIAA and the SCDAAH shall bear no liability if the Information does not meet any particular purpose for which the User may wish it to be utilized.

5.2 The User shall be responsible to the SCIAA and the SCDAAH for any loss, damages, claims or expenses which may be sustained or asserted against the SCIAA and SCDAAH arising from or connected with any breach by the User of any provision of this Agreement.

5.3 The User acknowledges that access to ArchSite could be temporarily interrupted without notice due to equipment failure and other server problems. The SCIAA and the SCDAAH shall not be liable under any circumstances for lost profits, lost savings, or any consequential damage which may arise from equipment failure, server problems, or other technical problems that result in a user's inability to access ArchSite.

#### 6.0 User's Duties upon Expiration or Termination of Agreement

6.1 Immediately upon expiration or termination of the Agreement, the User shall delete from its computers, workstations, and other storage devices all copies of all or any portion of the Archaeological Site Inventory which are in its possession, custody or control. The User shall certify to SCIAA, in writing, that it has complied with this provision.

6.2 Immediately upon expiration or termination of the Agreement, the User shall delete from its computers, workstations, and other storage devices all copies of all or any portion of the Historic Property Information which are in its possession, custody or control. The User shall certify to SCDAAH, in writing, that it has complied with this provision.

#### 7.0 Stewardship of Archaeological Site Information

7.1 The User should acknowledge that many of the archaeological sites maintained by SCIAA in the Archaeological Site Information database are considered to be under the jurisdiction of other organizations and are often afforded additional levels of protection. These additional levels of protection may include greater restrictions on file access and use, exclusion from the Freedom of Information Act, and so forth. When applicable, the User shall seek approval to use site information from these managing organizations. Organizations considered to have stewardship and/or jurisdiction over archaeological sites located on their land holdings include the U. S. Department

of Agriculture's United States Forest Service, the U. S. Department of Army Corps of Engineers, U. S. Department of Energy, S. C. Department of Natural Resources' Heritage Trust Program, and so forth.

7.2 The South Carolina Underwater Site Records maintained by SCIAA are specifically exempted from the Freedom of Information legislation under the S. C. Underwater Antiquities Act of 1991 (SCCL 54-7-610 et seq). The User shall obtain permission, in writing, from the Director of SCIAA and from the Head of the Underwater Division at SCIAA to acquire underwater archaeological site information.

#### 8.0 Breach of Contract

8.1 The right of termination under this section shall be in addition to any other right or remedy any party may have at law or in equity. User acknowledges and agrees that a serious breach by User of the access provisions of this Agreement may cause irreparable injury to SCIAA, SCDAAH and the Archaeological Site Information Digital Database and might be subject to injunctive and other equitable remedies against such breach.

8.2 If SCIAA or SCDAAH is in breach of this Agreement, User will inform the SCIAA or SCDAAH in writing and allow 30 days to mend the breach. If the breach is not cured, User may terminate the Agreement upon written notice and receive a pro-rated refund.

#### 9.0 Description of Fees

9.1 ArchSite is a subscription based system. User will pay a subscription fee to USC/SCIAA, unless exempted by the SCIAA and the SCDAAH.

9.2 Subscription fees will be used for the maintenance and administration of ArchSite. Such usage includes, but is not limited to, the maintenance of the hardware and software used to run ArchSite, digitization of SCIAA site files and reports, data entry of SCIAA site file attribute data, consultation fees for upgrades to the hardware, software and application code and other expenditures directly related to the administration of ArchSite.

#### 10.0 Miscellaneous

10.1 This Agreement, and any attachments, constitutes the complete and exclusive agreement between SCIAA and SCDAAH and the User relating to its subject matter. This Agreement supersedes all prior and contemporaneous representations, correspondence, proposals, or agreements relating to its subject matter, whether oral or written.

10.2 This Agreement may be modified only by written amendment signed by SCIAA, SCDAAH and the User, and may not be altered or supplemented by course of dealing or trade usage.

10.3 Neither this Agreement nor any of the rights granted by it may be assigned or transferred by User. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

10.4 This Agreement shall be governed by the internal laws of the State of South Carolina.

10.5 The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this Agreement shall be Richland County, South Carolina.

10.6 In any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable.

10.7 This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of SCIAA and SCDAAH and User.

10.8 User agrees that SCIAA and SCDAAH has the right to modify or discontinue the ArchSite license at any time whatsoever, without prior written notice to User.

WITNESS the execution hereof, by duly authorized officers of the parties, as of the day and year first above written.

By: \_\_\_\_\_  
Representative Signature, User Organization

\_\_\_\_\_  
Print Representative Name

\_\_\_\_\_  
Print Organization Name

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By: \_\_\_\_\_  
Representative, Office of the State Archaeologist  
South Carolina Institute of Archaeology and Anthropology

\_\_\_\_\_  
Print Representative Name

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By: \_\_\_\_\_  
Representative, State Historic Preservation Office  
South Carolina Department of Archives & History

\_\_\_\_\_  
Print Representative Name