

Utah City Data User Agreement 2016-2017

Partners

The partners for this project are the participating cities, Utah City Management Association (UCMA), Utah League of Cities and Towns (ULCT), Utah Government Finance Officers Association (GFOA), the University of Utah's Kem C. Gardner Policy Institute (U of U), and Brigham Young University's Marriott School of Management (BYU).

Member responsibilities and agreements

All participating members agree to comply with the timelines outlined in the system. This includes:

- Returning this signed document by December 31, 2016
- Entering all Survey data by the last week of January 2017 at the latest
- Reviewing data for accuracy by the last week of February 2017

There is no annual fee for joining the Utah Benchmarking Project and Utah City Data System for 2016-2017. Participation and membership for the year is determined by completion of the Utah City Data User Agreement (this document).

The Utah Benchmarking Project budget funds:

- System maintenance and backup
- Data storage
- Data entry by U of U
- Data analysis in a printed report
- Other projects as determined by Utah Benchmarking Committee

The city/town provides permission to the partners noted on this document to conduct benchmarking analyses, and also agrees to comply with the Acceptable Use Policy that is included as page two of this document.

Authorizer (Name)

Signature

City

Date

Contact for Data Collection (Name)

Email

Phone Number

Acceptable Use Policy for Utah City Data

Acceptance of Terms through Use

This site provides access, for users with an account, to proprietary data on Utah's cities and towns, for the purpose of benchmarking and performance management. By using this site, you signify your agreement to the terms, conditions and notices of this policy. "You" when used in this statement shall mean the utahcitydata.org user of record. Violating this policy grants the utahcitydata.org administrator the authority to take action to restrict or terminate your access to utahcitydata.org. We reserve the right, at our discretion, to update or revise this policy. If the policy is changed, all users will be notified.

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Lawful Use

You must use this site and the utahcitydata.org services in accordance with the terms of this policy, and in accordance with all federal, state and local laws, ordinances, and regulations.

User Conduct, Prohibited or Unlawful Use

In order to maintain an informative and valuable service that meets the needs of the users of this site and utahcitydata.org services, the following rules have been established to protect against abuse.

Use of this site or utahcitydata.org services for any purpose that is unlawful or in any manner which could damage, disable, overburden or impair the operation of this site, the utahcitydata.org network or utahcitydata.org services or any other party's use of this site, the utahcitydata.org or utahcitydata.org services, is strictly prohibited. In addition, utahcitydata.org has established the following specific rules:

- You may share your own city data as your internal policies and applicable law dictate and/or allow.
- You may share your cluster data in averages as long as there is a minimum of 5 cities in the cluster.
- You may not share any other city or town data, outside of your own city data, without written permission from the management staff of the applicable city or town.
- You may not share account login and password information with anyone who does not need access to the system for city business. You are responsible for all activities that occur via your user account.
- You may not attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of this site, or to probe, scan or test the vulnerability of a system or network of this site – utahcitydata.org or those of any other party.