

Agreement between Arizona Municipality and the AZSITE Consortium For Use of Confidential Archaeological and Historical Information

The AZSITE Consortium manages the only comprehensive database of cultural resources (archaeological and historical sites) for the State of Arizona. Municipalities and land use planners may need access to data for adequate urban planning and for appropriate management of cultural resources.

Therefore, the AZSITE Consortium is pleased to offer you an access agreement for the AZSITE Cultural Resource Inventory. By signing this agreement, you signify that you understand and accept the terms of this agreement.

Please select one:

_____ I, the undersigned applicant, request an annual agreement for the AZSITE Cultural Resource Inventory. Users or signatories at this level of access must meet the standard #3 or #4a in the “Policy for AZSITE Internet Access and Direct Access to AZSITE Database” available here [provide hyperlink].

OR

_____ I, the undersigned applicant, request a one-time, corrected site and survey-project shapefile with a _____-mile buffer around the corporate boundary plus related information for the municipality of _____ . Users or signatories at this level of access must meet the standard #4b in the “Policy for AZSITE Internet Access and Direct Access to AZSITE Database” and provide a completed AZSITE application including a résumé, a letter on letterhead identifying the applicant’s function in the municipality, and the specific purpose to which AZSITE will be used.

1. I understand that access may be interrupted without warning due to technical difficulties, shutdowns, and limited connections.
2. I understand that the information contained within AZSITE is compiled from various sources and that while AZSITE Consortium member agencies attempt to confirm data accuracy at the time of its submission to the files, no guarantees as to accuracy or completeness are made. I further understand that it is my responsibility, if I find inaccuracies, to report them in writing to the Archaeological Records Office, Arizona State Museum – tgregory@email.arizona.edu
3. I agree not to distribute or disclose specific site location information in public documents or make this information available to unauthorized individuals within or outside of my institution or agency. Unauthorized access does not include uploading of shapefiles into GPS units for survey purposes or for report preparation or editing. I understand that if my agency/institution is required to maintain public records they will be maintained in a way that does not disclose confidential information pursuant to ARS §39-125 and/or the Freedom of Information Act.
4. I understand that while certain projects may be sponsored by third party agencies, I will not share or distribute the ‘raw’ AZSITE data, exact point locations, or maps larger than 1:125,000 showing resource locations to those third parties with the following exceptions:
 - a. The third party has AZSITE Access.
 - b. Corporate and government clients who need the data for land use, engineering or

environmental reports or maps with the understanding that AZSITE users are responsible for ensuring that their clients understand all AZSITE cultural resources data are confidential, an AZSITE-licensed archaeologist MUST be contacted regarding data interpretation, and data use is monitored by the AZSITE Consortium Board.

5. I understand that data must be protected by placing it on a stand-alone workstation or a workstation with appropriate firewall protection so that no unauthorized access may occur. I further understand that the data will be placed in password protected files. I understand that online virtual, cloud-like servers are not secure (e.g., ESRI online service or Microsoft Cloud) and cannot be used to store or transmit AZSITE data.
 - a. In the case of Government Entities, (e.g., BLM or USDA, DOD), data may be stored on their central server provided that server is password protected and security protocols are in place regarding who may access these data.
6. I understand that electronic and printed data may be used in cultural resource management reports, dissertations, professional archaeology publications, or at professional archaeology conferences without the written approval of the AZSITE Consortium Board. Any other publication must receive advance written approval from the AZSITE Consortium Board.
7. I understand and acknowledge that many of the archaeological and historic properties maintained in the AZSITE Cultural Resource Inventory are under the jurisdiction, ownership, or control of other agencies such as state and federal agencies, private individuals, and tribal governments and may be afforded additional levels of legislative protection related to the restrictions on cultural resource information, as exclusions from the Freedom of Information Act. I agree to obtain all necessary tribal, state, or federal permits as appropriate. I agree to use AZSITE information only in compliance with applicable tribal, municipal, county, state, and federal laws and regulations, including, but not limited to, the National Historic Preservation Act of 1966 [54 U.S.C. §300101 et seq.] and its Section 106 implementing regulations, 36 CFR Part 800; the Archaeological Resources Protection Act of 1979 [16USC470aa et seq.]; the State Historic Preservation Act (ARS §41-861 through §41-865); and ARS §39-125 (effective August 21, 1998).
8. I understand that each member of my institution needing access to the Inventory must apply for his or her own user account and password. I understand that no user must discuss or divulge his or her user name and password to any third party, or use his or her account to log another party on the AZSITE Cultural Resource Inventory. I understand that it is my responsibility to notify SHPO and to contact the Database Administrator when a name needs to be removed from the account.
9. I understand that where necessary, access has been suppressed to records from lands under the management of institutions that have not agreed to participate in the AZSITE Cultural Resource Inventory. I understand that to obtain information on these lands I must contact the appropriate land manager.
10. I understand that I must renew this agreement annually.

11. I understand that, to protect sensitive archaeological information, when this institution completes a project and all curatorial requirements have been met, GIS data received from AZSITE relevant to the project will be deleted from the institution's computer files.
12. I understand that when this institution no longer holds an AZSITE use agreement it is our responsibility to delete all GIS data provided by AZSITE records from our electronic files.
13. I agree to immediately report any and all system security violations, whether actual or potential, to the AZSITE DBA.
14. I understand that access to the AZSITE Cultural Resource Inventory does not constitute permission to enter onto or conduct archaeological investigations on any of the lands for which cultural resource records are maintained in the Inventory. I further understand that it is my responsibility to consult with appropriate federal, state, or tribal land managers, or private property owners, before instituting any archaeological or cultural resource investigations on, or related to, their lands and that I must forward copies of the products of such research to appropriate federal, state or tribal land managers.
15. I understand that my institution will be held responsible for misuse of the AZSITE Cultural Resource Inventory under this agreement. I understand that evidence of failure to comply with the above conditions and misuse of this agreement will result in immediate suspension of all accounts under this agreement pending review by the AZSITE Consortium and will carry implications for agreement renewal. I understand that, in addition to suspension of privileges and revocation of this user agreement, violation of the terms of this agreement may result in applicable civil or criminal penalties.

Signature of applicant _____

Position/Title _____ Date _____

(The signing authority may not be a registered user, however they must meet the current qualifications for accessing AZSITE and take responsibility for the security of any AZSITE data acquired by the individuals listed above.)

State Historic Preservation Office approval:

_____ Date _____