

**CHITTENDEN COUNTY REGIONAL TRANSPORTATION MODEL
RELEASE AGREEMENT**

between the

Chittenden County Metropolitan Planning Organization,

and _____

Date: _____

The Chittenden County Metropolitan Planning Organization has agreed to release to the _____ (RECIPIENT) a copy of the regional travel demand model and/or the data associated with the model (THE MODEL) according to the terms and conditions of this agreement.

1. Model Version

The version of the model being released is: **Chittenden County Regional Travel Model, Version 2.3.0, dated January 24, 2008.** This agreement also makes the RECIPIENT eligible for future releases of THE MODEL without the need to re-sign this agreement, so long as the CCMPO remains satisfied with the RECIPIENT's good faith efforts in abiding by the terms and conditions herein outlined, or until this agreement is superseded by a new CCMPO agreement.

2. Conditions for Release

The suitability for use and application of THE MODEL is the responsibility of the RECIPIENT. The CCMPO cannot warrant or otherwise support the results or opinions derived from THE MODEL for any project or study not conducted or governed by the CCMPO, unless the CCMPO is specifically consulted for the purpose of gaining their support for the applications and results. Such projects and studies may include, but are not limited to, the development of plans, impact studies, and/or project or corridor evaluations.

To obtain CCMPO support for their work, the RECIPIENT must clearly document all uses of and changes to THE MODEL, including the following:

1. a description of the use/change;
2. sufficient discussion of the likely or observed impacts of the use/change;
3. the reasoning for or rationale behind the use/change; and
4. all conclusions drawn.

Failure to inform CCMPO of applications, changes, rationale, or conclusions may result in CCMPO denying any association with the RECIPIENT's work with THE MODEL.

The RECIPIENT shall not distribute THE MODEL or associated data to Third Parties without the CCMPO's prior written approval and instead will refer such persons to CCMPO.

3. Documentation of Changes to Model Components and Data

As addressed in *Conditions for Release*, the RECIPIENT agrees to document applications of and changes made to THE MODEL in the course of a project or study. The uses/changes shall be summarized in sufficient detail to allow them to be recreated from the original files. Along with the other documentation described above, this information shall be stored along with the complete model runs (inputs, outputs and model components) as utilized at specific decision points in a project or study.

4. Technical Assistance

The CCMPO will work with the RECIPIENT at CCMPO's discretion to promote proper use of the model. However, the RECIPIENT cannot expect detailed support and defense of their work unless there is a specific agreement between CCMPO and the RECIPIENT to provide such assistance.

5. Model Improvement

CCMPO is always working to improve THE MODEL. Regardless of whether the RECIPIENT seeks CCMPO support for their work, the CCMPO would like to work collaboratively with the RECIPIENT to include any model improvements made by THE RECIPIENT. These improvements could include refined or new transportation network or land use data, changes in parameters/methods, or any dataset or computational inaccuracies the RECIPIENT may discover. The CCMPO will, at its discretion, work through such issues/changes with the RECIPIENT to include the improvements in the next release version of THE MODEL.

WE THE UNDERSIGNED AGENTS FOR THE RECIPIENT ACKNOWLEDGE THAT WE HAVE READ THIS AGREEMENT AND WILL ABIDE BY THE TERMS AND CONDITIONS THEREOF. WE FURTHER AGREE THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND RESPONSIBILITIES OF THE CCMPO REGARDING THE APPLICATION AND USE OF THE MODEL.

RECIPIENT NAME & ADDRESS	AUTHORIZED REPRESENTATIVE Name: _____ Title: _____ Signature: _____ Date: _____
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CCMPO AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT

Name: _____ Signature: _____
Title: _____ Date: _____