

**Capital Region Planning Commission
Regional Travel Model
Release Agreement**

This Release Agreement is made and entered into by and between the undersigned Recipient and the Capital Region Planning Commission (CRPC) with respect to CRPC's release to Recipient of a copy of CRPC's regional travel model for use in association with the specific project identified below for the specified fee of \$7,500.

Project Name: _____

The Recipient hereby acknowledges and agrees as follows:

1.0 Current version of CRPC's regional travel model

1.1 CRPC has released the latest version of its regional travel model for current 2042 MTP, known as MOVE 2042, based on the TransCAD software platform. The model is calibrated to run using TransCAD Version 7.0, unless more recent versions become available and are indicated below and initialed by an authorized representative of CRPC:

TransCAD: _____

SQL Server: (is optional if the user requires to export model results to a SQL database)

_____.

1.2 CRPC's regional travel model is not calibrated to operate accurately using any other versions of TransCAD, due to ongoing updates made by Caliper Corporation to the software platform. Recipients seeking to use the regional travel model with other versions of TransCAD, shall be responsible for insuring the model's calibration against various observed travel measures. CRPC reserves the right to review such calibration efforts.

1.3 This Release Agreement gives Recipient solely a non-exclusive revocable license to access and use, as limited herein, CRPC regional travel model and the data therein. Recipient agrees that the regional travel model is the sole property of CRPC and that the data therein is the sole property of CRPC and/or third-party providers of data. Sale and distribution of CRPC regional travel model and data sets is prohibited.

2.0 Conditions for Release

As consideration for the release to Recipient of regional travel model and the technical assistance provided by CRPC described below, the Recipient agrees to all terms and conditions of release described in this Release Agreement.

2.1 The travel model is the property of the CRPC. The CRPC shall to be properly credited in any report

2.2 The use of the travel demand model is limited for the stated project only. Any use of the model for any other projects is prohibited.

2.2 The Recipient is responsible, at its own expense, for purchase and maintenance of TransCAD from Caliper Corporation, and SQL Server from Microsoft Corporation. The Recipient agrees to abide by all copyright use restrictions, and other conditions of sale of TransCAD by Caliper Corporation, and SQL Server by Microsoft Corporation.

2.3 The Recipient will not sell or distribute CRPC regional travel model to any party in any form without the prior written consent of CRPC. CRPC authorizes Recipient to distribute CRPC regional travel model as received from CRPC to the parties explicitly identified below as contractors or agents of Recipient for the specific project(s) identified below, as initialed by an authorized representative of CRPC.

These contractors and agents agree to be bound by the same terms of this release as the Recipient. Authorized representatives of contractors and agents will execute a copy of this release agreement providing the same information requested of Recipient.

1. _____

2. _____

3. _____

Initials of CRPC representative: _____

2.4 The Recipient will not make any changes to CRPC regional travel model software or parameters without the prior written consent of CRPC, other than minor software customizations necessary to allow CRPC regional travel model to operate on the Recipient's hardware (such as software installation paths, or number of processing cores available), and any modifications explicitly listed below and initialed by an authorized representative of CRPC.

Initials of CRPC representative: _____

Any request for further modifications shall be limited to the changes as presented in writing by the Recipient to CRPC for its consent. No consent for changes not outlined herein is given or implied by this Release Agreement.

2.5 Recipient shall provide/return all data sets, original CRPC's regional travel model and modified travel demand model including any assumptions made for project modeling and analysis back to CRPC at the time when project is completed.

2.6 To the extent permitted by law, the Recipient shall indemnify and hold harmless CRPC, its officers, employees and agents, against any and all claims, damages, liability and court awards, including all costs, expenses, and attorney's fees, arising out of Recipient's performance or non-performance of this Release Agreement or from the Recipient's use of CRPC regional travel model and any data or information therein.

2.7 At CRPC's option, all results of Recipient's modeling will be submitted to CRPC for review and concurrence before release of the results to any other parties. CRPC will, at its option, re-run any of the Recipient's models to verify proper use of the travel model.

2.8 In the event that CRPC has authorized modifications to CRPC regional travel model software or parameters, Recipient agrees to provide to CRPC electronic versions of such modifications and/or technical documentation describing such modifications. The CRPC reserves the right to review and re-test any third party's use of the regional travel model, using the latest network and socio-economic input data sets for trip modeling.

3.0 Technical Assistance; No Warranty

3.1 CRPC will provide to the Recipient copies of CRPC network, zone system, demographic data set, program control batch files, and any other files necessary to operate CRPC regional travel model.

3.2 CRPC retains the right to change, update, or withdraw permission to use CRPC regional travel model and to terminate this Release Agreement without notice at any time for any or no reason. In the event of termination, Recipient shall return to CRPC all copies of CRPC regional travel model and any other files and information released pursuant to hereto without penalty or right to cause of action or recourse against CRPC.

3.3 CRPC makes no warranty or representation as to the accuracy or suitability for a particular purpose of CRPC regional travel model or data sets provided for use with CRPC regional travel model, and CRPC disclaims all warranties, specifically the warranties of merchantability and particular purpose. Recipient releases CRPC from any claims, judgments, or damages, consequential or directly arising from any errors or omissions contained within CRPC regional travel model and the data provided, or any part thereof, or arising from any reliance upon the CRPC regional travel model or data or omissions therefrom.

3.4 Any opinions expressed by the Recipient or representations made by the Recipient based upon CRPC regional travel model output data are the sole responsibility of the Recipient. Should Recipient make any modification to the transportation networks, demographic data sets, software, or model parameters, Recipient shall not characterize the resulting forecasts as originating from, belonging to, or being endorsed by CRPC, unless such modifications are formally adopted by CRPC. Instead, Recipient shall characterize such results as based on Recipient's modifications of CRPC's regional travel model.

4.0 Miscellaneous Terms and Conditions

4.1 All terms and conditions of this Release Agreement shall be binding upon Recipient and any employee, agent or third-party of Recipient. Any breach of any other duties or obligations specified herein by any of Recipient's employees, agents or third parties shall be deemed to be a breach on the part of the Recipient.

4.2 This Release Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment signed by both parties. Any CRPC waiver of any alleged breach of confidentiality by the Recipient or third-party agents of the Recipient is not to imply a waiver of any subsequent breach.

4.3 All notices required and permitted pursuant to this Release Agreement shall be in writing and shall be deemed given when personally served or three days after deposit in the United States Mail, postage prepaid, registered or certified, return receipt requested, and addressed to the party to whom notice is intended to be given.

4.4 The Recipient warrants that it possesses the legal authority to enter into this Release Agreement. The undersigned also warrants that she/he is duly authorized to enter into this agreement on behalf of the Recipient and to bind the Recipient to its terms and conditions.

5.0 Remedies

5.1 In the event of breach of this Agreement, the sole and exclusive remedies are termination of this Agreement pursuant to Paragraph 3.2 of this agreement or CRPC may seek an injunction or pursue an action for damages in the event that CRPC believes that Recipient's use of the Data is not in accordance with the terms of this Agreement.

Authorized model Recipient NAME and TITLE (Print)

SIGNATURE

Recipient Company name, address and phone number

Date

CRPC Executive Director

Date