Denver Regional Council of Governments
***Compass* Regional Travel Model**
RELEASE AGREEMENT

Current version of *Compass*

DRCOG has recently released the new version of the regional travel model *Compass* 5.0, based on the TransCAD software platform. *Compass* 5.0 is properly calibrated to run using TransCAD Version 6.0. *Compass 5*.0 is not calibrated to operate accurately using any other version of TransCAD, due to ongoing updates made by Caliper Corporation to that software platform.

Conditions for Release

As consideration for the technical assistance provided by DRCOG described below, the recipient agrees to the conditions of release described herein.

The recipient, designee or consultant is responsible for purchase and maintenance of TransCAD from the Caliper Corporation. The recipient designee or consultant agrees to abide by all copyright use restrictions, and other conditions of sale of TransCAD by the Caliper Corporation.

The recipient will not distribute *Compass* to any party without the express written permission of DRCOG. Parties interested in using *Compass* will be referred directly to DRCOG.

The recipient will not make any changes to *Compass* parameters without first soliciting and receiving the consent of DRCOG. Such consent is not implied by this release agreement.

To the extent permitted by law, the recipient shall indemnify and hold harmless DRCOG, its officers, employees and agents, against any and all claims, damages, liability and court awards, including all costs, expenses, and attorney's fees, incurred as a result of the recipient's use of *Compass*.

The recipient, designee, or consultant agrees to limit the use of the travel model to the development of PROJECT NAME HERE.

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

Technical Assistance

DRCOG will provide to the recipient copies of DRCOG network, zone system, demographic data set, program control batch files, and any other files necessary to operate *Compass.* Recipients are asked to attend periodic model users group meetings. DRCOG retains the right to change, update, or withdraw permission to use *Compass* without notice at any time. DRCOG makes no warranty or representation as to the accuracy or suitability for a particular purpose of *Compass* or data provided for use with *Compass.* Any opinions expressed by the recipient or representations made by the recipient based upon *Compass* output data are the sole responsibility of the recipient.

<u>Agreement</u>

The undersigned represents and 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.

_____
Compass model recipient NAME HERE

_____
SIGNER AND TITLE

_____
_____
_____
Recipient address and phone number

Accepted by DRCOG_____

Date_____