

# Archives Search Form for Environmental Review Projects

## Conditions for Use, DHR Data

The mission of the Virginia Department of Historic Resources (Virginia's State Historic Preservation Office) is to identify, evaluate, register, and help communities and citizens preserve, interpret, and use Virginia's rich historic assets for the economic, educational and cultural benefit of all.

From the Code of Virginia, the following FOIA exemption applies to data distributed by the Department of Historic Resources.

Code of Virginia  
§2.2-3705.7 (10)

“Records containing information on the site specific location of rare, threatened, endangered or otherwise imperiled plant and animal species, natural communities, caves, and significant historic and archaeological sites if, in the opinion of the public body that has the responsibility for such information, disclosure of the information would jeopardize the continued existence or the integrity of the resource. This exemption shall not apply to requests from the owner of the land upon which the resource is located.”

The term “User” applies to the party agreeing to the conditions herein. Any User with whom DHR shares data of the location of significant historic and archaeological sites assumes the responsibility for the information as stated in §2.2-3705.7 (10) and agrees to the following conditions:

Use of this data is subject to the following:

1. User understands and acknowledges that release of precise locations may threaten archaeological and historical resources. User shall take reasonable precautions to ensure the security of site locations.
2. User will identify “Virginia Department of Historic Resources” as data source on any map or publication using DHR locational data. User will also include the date that data was obtained from DHR.
3. Photographs may only be reproduced in commercial publications if specific permission is granted by DHR.
4. User understands and acknowledges that the accuracy of these data is time-limited. User agrees to use DHR-provided data only for the term specified by DHR, and to incorporate all updates provided by DHR. Under no circumstances shall User continue using DHR-provided historic resource data for more than six months following its generation.
5. User will provide DHR with two copies of any reports prepared using Virginia Department of Historic Resources data if requested by DHR.
6. Although DHR maintains high standards of data quality control, data is supplied “as is”. DHR makes no warranty that the data are necessarily accurate or complete.
7. Obtaining information on previously recorded historic properties does not constitute review under Section 106 of the National Historic Preservation Act. If a project is federally funded, licensed, or assisted, the federal agency may require you to obtain DHR comment under Section 106. If you are also requesting a review of your project on behalf of a federal agency, you may download a Project Review Form from our web site at [www.dhr.virginia.gov](http://www.dhr.virginia.gov).
8. If there are charges, User shall pay agreed charges within 30 days of being billed by DHR.
9. User will indemnify and hold DHR and its officers and employees harmless against any claims by third parties arising out of the use by User of the data provided hereunder.
10. This Agreement is the entire agreement between the parties with respect to the subject matter hereof. It shall be construed in accordance with the law of the Commonwealth of Virginia and may be amended only in writing signed by both parties.

By accepting the DHR data, User agrees to abide by all of the above conditions.