

CAMPUS PLANNING & CONSTRUCTION
FACILITIES INFORMATION SERVICES
NON-DISCLOSURE AND WAIVER AGREEMENT FOR DIGITAL DATA

This Nondisclosure and Waiver Agreement is entered into this _____ day of _____, 2009, by and between Vanderbilt University through its Facilities Information Services of Campus Planning and Construction (hereinafter called "Vanderbilt") and _____ (Hereinafter called "Recipient"). Recipient will utilize the Mapping Information, as herein defined, for its own purposes and agrees not to disseminate or disclose said mapping information for the purpose other than to use as reference. Recipient will take necessary and reasonable steps to prevent said mapping information from being disclosed to unauthorized persons.

CONDITIONS CONSIDERED:

Vanderbilt and Recipient agree as follows:

1. Vanderbilt agrees that Recipient may use the Mapping Information for the purposes described herein. In consideration for the provision of said Mapping Information, Recipient agrees and hereby certifies that said Mapping Information and any products generated from their use will be used solely by Recipient and its employees. Recipient further agrees that no other purpose or use of the said Mapping Information shall be permitted unless said use or purpose is authorized in writing by Vanderbilt.
2. Recipient hereby agrees that it will not disseminate, sell, disclose or otherwise transfer the said Mapping Information, nor will it disclose, disseminate, sell or otherwise transfer any by-product, unless authorized in writing by Vanderbilt. Recipient shall be allowed to disclose the information to its employees as necessary to accomplish the purposes and uses granted herein.
3. Recipient understands and agrees that Vanderbilt makes no representation and extends no warranty to it or to anyone else as to the accuracy or completeness of the information contained in the said Mapping Information, but rather provides said Mapping Information in an "as is" condition. Recipient agrees and does hereby waive any and all claims under any theory of law or damages or injuries against Vanderbilt that may arise from the furnishing by Vanderbilt of said Mapping Information to Recipient.
4. Nothing contained herein shall be considered as granting or implying any right or license to recipient pertaining to the Mapping Information under any copyrights or other intellectual property right associated therewith, other than as expressly provided herein.

Consent to the above terms as indicated by signature below.

AGREED TO ON BEHALF OF:
VANDERBILT UNIVERSITY
CAMPUS PLANNING & CONSTRUCTION
FACILITIES INFORMATION SERVICES

Provided By: _____
Lee Greenberg
Mapping Coordinator

Date: _____

Authorized By:
CPC Project Mgr./
V.U. Director: _____

Date: _____

Description of Information: _____

Recipient: _____
Company: _____
Address: _____
Phone: _____
Email: _____
Vendor Proj. # _____
Signature: _____
Date: _____