



NON-DISCLOSURE AND WAIVER AGREEMENT FOR VECTOR DATA

This Nondisclosure and Waiver Agreement is entered into this _____ day of _____, by and between Vanderbilt University, Department of Campus Planning and Construction, Space and Facilities Planning, and Facilities Information Services (hereinafter called "Vanderbilt"), and _____ (hereinafter called "Recipient"). Recipient will utilize the Drawings, obtained from the Vanderbilt University Facilities Library, for its own use in preparing Construction Documents for the project stated below.

CONDITIONS CONSIDERED:

Vanderbilt and Recipient agree as follows:

1. Vanderbilt agrees that Recipient may use the Drawings for the purposes described herein. In consideration for the provision of said Drawings, Recipient agrees and hereby certifies that said Drawings and any products generated from their use will be used solely by Recipient and its consultants or employees. Recipient further agrees that no other purpose or use of the said Drawings shall be permitted unless Vanderbilt authorizes said use or purpose in writing.
2. Recipient hereby agrees that it will not disseminate, sell, disclose or otherwise transfer the said Drawings, 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 Drawings, but rather provides said Drawings in an "as is" condition. Recipient agrees to indemnify and hold harmless Vanderbilt from all claims, losses, liabilities, and expenses including reasonable attorney's fees associated with the use of said Drawings.
4. Nothing contained herein shall be considered as granting or implying any right or license to recipient pertaining to the Drawings 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.

Consent to the above terms are indicated by signature below:

AGREED TO ON BEHALF OF:

Vanderbilt University Representative:

Recipient:

By: _____

By: _____

Title: _____

Title: _____

Date:

Date:

Company Name: _____

Vanderbilt Project Title: _____

Vanderbilt Project Manager / Contact Person: _____

Vanderbilt Department (of contact person): _____ Phone: _____

Vanderbilt Project #: _____

Description of Drawings: