

NONDISCLOSURE AGREEMENT

This AGREEMENT is entered into effective as of the _____ day of _____, 20____, between the SAGINAW AREA GIS AUTHORITY, with offices at 111 South Michigan Avenue, Saginaw, MI 48602, ("SAGA"), and _____, with offices at _____ ("RECIPIENT").

To protect certain confidential information that may be disclosed to the RECIPIENT, the RECIPIENT agrees as follows:

I. DEFINITIONS.

"Confidential Information" means the following:

For purposes of this Agreement, the Confidential Information disclosed hereunder is identified in Attachment 1. Confidential Information in written or tangible form shall be labeled confidential or proprietary prior to disclosure. Confidential Information in oral or intangible form shall be designated as confidential or proprietary at the time of disclosure and/or designated as confidential or proprietary by notifying the RECIPIENT in writing within thirty (30) days of said disclosure.

II. RESTRICTIONS.

- A. RECIPIENT agrees not to disclose, provide, or otherwise make available any Confidential Information provided by the SAGA to any other person or entity, except as expressly provided in this Nondisclosure Agreement. RECIPIENT agrees to restrict disclosure of Confidential Information to those employees of RECIPIENT who are made aware of, and agree to abide by, the terms of this Nondisclosure Agreement, and even then only on an as-needed basis.
- B. RECIPIENT agrees to take all reasonable steps, at least as great as the steps RECIPIENT takes with respect to its own confidential or proprietary information, to protect the Confidential Information provided by the SAGA from unauthorized disclosure or use.
- C. RECIPIENT agrees that it shall use Confidential Information only in the manner and for the project described in Attachment 1. Any other use or disclosure of the Confidential Information shall constitute a material breach of this Nondisclosure Agreement.
- D. RECIPIENT shall immediately notify the SAGA in writing of any misuse, misappropriation, or unauthorized disclosure of Confidential Information that may come to its attention.
- E. Notwithstanding anything contained in the Attachments, RECIPIENT agrees that it shall not use any Confidential Information provided by the SAGA for its own personal or commercial benefit or for the personal or commercial benefit of any other person or entity.

III. NO RIGHTS CONFERRED. RECIPIENT acknowledges that nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information disclosed by the SAGA.

- IV. NO WARRANTY.** None of the Confidential Information that may be disclosed by the SAGA shall constitute any representation, warranty, assurance, guarantee, or inducement by the SAGA of any kind. The SAGA shall not be liable for the accuracy of the disclosed information.
- V. REMEDIES.** RECIPIENT acknowledges that its obligations to protect the Confidential Information are essential to the business interests of the SAGA and that the disclosure of such Confidential Information in breach or threatened breach of this Agreement would cause the SAGA immediate, substantial, and irreparable harm, the value of which would be extremely difficult to determine. Accordingly, RECIPIENT agrees that, in addition to any other remedies that may be available in law, equity, or otherwise for the disclosure or use of Confidential Information in breach of this Agreement, the SAGA shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of such breach, in addition to all other remedies, including attorney fees, and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.
- VI. POINTS OF CONTACT.** The designated points of contact for controlling the authorized release of the Confidential Information are

For SAGA:

Dan Hoffman
GIS Analyst
Saginaw Area GIS Authority
1435 S. Washington Avenue, Saginaw, MI 48602

Telephone: (989) 759-2180
Fax: (989) 759-1563
E-mail: danhoffman@saginaw-mi.com

For RECIPIENT:

Name: _____
Title: _____
Company: _____
Address: _____

Telephone: _____
Fax: _____
E-mail: _____

- VII. RETURN OF MATERIALS.** Upon the SAGA's written request, RECIPIENT agrees to promptly return to the SAGA any materials or documents, whether or not furnished by the SAGA, containing Confidential Information together with all copies thereof made by RECIPIENT, or to destroy such items and deliver to the SAGA written certification that they have been destroyed.
- VIII. TERM; TERMINATION.** This Agreement shall be effective as of the date first written above and shall continue until terminated by either party upon thirty (30) days prior written notice. All obligations undertaken respecting Confidential Information already provided hereunder shall survive any termination of this Agreement. The RECIPIENT shall, within twenty (20) days of a written request by the SAGA, return all Confidential Information, including all copies thereof, to the SAGA or, if so directed by the SAGA, destroy all such Confidential Information. The RECIPIENT shall also, within ten (10) days of a written request by the SAGA, certify in writing that it has satisfied its obligations under Articles II and IX of this Agreement.

IX. CREDITS. Any document derived in whole or in part from the licensed data sets shall include the following copyright notice: *Copyright 2005 Saginaw Area GIS Authority.*

X. GOVERNING LAW. The laws of the State of Michigan shall govern the interpretation of this Agreement as it relates to the specific disclosed Confidential Information.

ACCEPTED AND AGREED:

RECIPIENT:

SAGINAW AREA GIS AUTHORITY

Authorized Signature

Name

Title

Date

Authorized Signature

Name

Title

Date

**NONDISCLOSURE AGREEMENT
ATTACHMENT 1**

Recipient: _____

Agreement Date: _____

A.
Information to be Provided

B.
Project Description