

NONDISCLOSURE AGREEMENT

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

This AGREEMENT is entered into effective as of May 1, 2006, between the COUNTY OF LIVINGSTON, with offices at 304 East Grand River Avenue, Suite 101, Howell, MI 48843 ("COUNTY"), and _____ at _____, _____, _____, _____.

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 COUNTY 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 COUNTY from unauthorized disclosure or use.
- C. County GIS Layers are to be solely retained by the RECIPIENT. In no instance are these Data to be placed on the Internet, sold, leased, copied, loaned, or transferred, in whole or part to other public agencies, private individuals, private firms, or non-profit entities.
- D. RECIPIENT agrees that it shall use Confidential Information only in the manner and for the purposes described in the Attachments. Any other use or disclosure of the Confidential Information shall constitute a material breach of this Nondisclosure Agreement.
- E. RECIPIENT shall immediately notify the COUNTY 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 COUNTY 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 COUNTY.

IV. NO WARRANTY. None of the Confidential Information that may be disclosed by the COUNTY shall constitute any representation, warranty, assurance, guarantee, or inducement by the COUNTY of any kind. The COUNTY 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 COUNTY and that the disclosure of such Confidential Information in breach or threatened breach of this Agreement would cause the COUNTY 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 COUNTY 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, 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 LIVINGSTON COUNTY:

Keri Konarska Blough
GIS Technician
Livingston County IT Department
304 East Grand River, Suite 101
Howell, MI 48843
Telephone: (517) 548-3230
Fax: (517) 540-0214
E-mail: KKonarska@co.livingston.mi.us

For RECIPIENT:

Name: _____
Company: _____
Address: _____
Telephone: _____
Fax: _____
E-mail: _____

VII. **RETURN OF MATERIALS.** Upon the COUNTY's written request, RECIPIENT agrees to promptly return to the COUNTY any materials or documents, whether or not furnished by the COUNTY, containing Confidential Information together with all copies thereof made by RECIPIENT, or to destroy such items and deliver to the COUNTY 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 COUNTY, return all Confidential Information, including all copies thereof, to the County or, if so directed by the COUNTY, destroy all such Confidential Information. The RECIPIENT shall also, within ten (10) days of a written request by the COUNTY, certify in writing that it has satisfied its obligations under Articles II and VIII of this Agreement.

IX. **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:

The County of LIVINGSTON, Michigan

RECIPIENT:

Authorized Signature

Keri Konarska Blough GIS Technician

Name Title

Date

Date

**NONDISCLOSURE AGREEMENT
ATTACHMENT 1**

The following data will be provided to _____ from Livingston County Information Technology. This data is provided under the guidelines stated within the Nondisclosure Agreement between Livingston County and _____.

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All data are in the Livingston County standard projection and unit of measurement: Michigan State Plane - South Zone, HARN, NAD83, International Feet.

SAMPLE