

California Department of Transportation (Caltrans)

Data Non-Disclosure Agreement (NDA) for the California Vehicle Inventory and Use Survey Data (CA-VIUS)

You (User) agree that your access and use of the Caltrans CA-VIUS data (“Data”) is subject to the following terms, covenants and conditions. User is granted the right, without any fee or cost, to perform analyses with the Data for the purpose of performing the transportation research, modeling or planning described in Section 2, subject to the provisions of this Agreement. User agrees that the Data is proprietary and confidential, and User agrees to use the Data solely in accordance with the provisions of this Agreement and that User shall not at any time disclose the Data, whether directly or indirectly, to any third party. User acknowledges that the improper use or dissemination of the Data may constitute a breach of this Agreement and may provide Caltrans and the persons to whom the Data pertains with independent and separate causes of action against the User.

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USER AGREES TO INDEMNIFY CALTRANS AND ITS DIVISIONS, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS’ FEES, RELATED OR ARISING FROM USER’S USE OF THE DATA. THE DATA ARE PROVIDED BY CALTRANS “AS IS” CONDITION WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL CALTRANS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS ASSOCIATED WITH THE LOSS OF DATA OR PROFITS, WHICH MAY RESULT FROM USER’S ACCESS AND/OR USE OF THE DATA.

User shall not attempt to identify individual or personal information from or incorporated into the Data, and User shall not provide Data to any third party. In the event that User accesses or becomes aware of a means to access individual or personal information, User shall immediately contact Caltrans and report the possible accessibility of such Data, and User shall immediately terminate User’s access and use of any and all Data.

Please answer the questions in the following sections below and describe your proposed use and analysis of the Data and why it requires accessing the Data. Feel free to use additional space if needed.

1. Describe the analysis (general motivation and approach) that you would like to perform using Data.

2. What other data sources have you evaluated for conducting this analysis?

UNDERSTOOD & AGREED TO:

Individual Applying for Access
(Primary Applicant)

Name: _____

Title: _____

Agency: _____

Email Address: _____

Telephone Number: _____

Mailing Address: _____

Dated: _____

I accept the terms of this agreement _____
(signature)

If applicant is a contractor/consultant for a public agency, this section should be filled out by the contract manager at the public agency.

Name: _____

Title: _____

Agency: _____

Email Address for Secondary Applicant: _____

Telephone Number: _____

Mailing Address: _____

Dated: _____

Contract Title and Number if Applicable: _____

I accept the terms of this agreement _____
(signature)

University Advisor, Line Manager or Public
Agency Contract Manager
(Secondary Applicant)

Name: _____

Title: _____

Agency: _____

Email Address for Secondary Applicant: _____

Telephone Number: _____

Mailing
Address: _____

Dated: _____

I accept the terms of this agreement _____
(signature)

LICENSOR

State of California, Department of Transportation (Caltrans)

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Mailing
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Dated: _____

Caltrans Authorization _____
(signature)