Sacramento Area Council of Governments (SACOG)

Data Non-Disclosure Agreement (NDA) for the 2018 SACOG Regional Household Travel Survey Data (HTS2018)

You (User) agree that your access and use of the SACOG HTS2018 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 Sections 1 and 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 SACOG 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 SACOG AND ITS MEMBER AGENCIES, BOARD MEMBERS, 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 SACOG "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 SACOG 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 SACOG 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______________________________
______________________________

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______________________________
______________________________
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)

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Sacramento Area Council of Governments (SACOG)

Name: SHENGYI GAO ________________________________

Title: Travel Survey Project Manager __________________________

Email Address: sgao@sacog.org ________________________________

Telephone Number: (916)340-6239 __________________________

Mailing Address: 1415 L Street, Sacramento, CA 95814 ________________________________

Dated: ________________________________