DIGITAL DATA LICENSING AGREEMENT

This Agreement is made as of the _____ day of _____, 2025, between the Party transmitting Digital Data ("Transmitting Party"): The University of Mississippi, (contact person: _____) and the Party receiving the Digital Data ("Receiving Party"): _____, (contact person:_____) for the following project:

All notices should be provided to the contact persons identified above.

The Transmitting Party and Receiving Party agree as follows.

TABLE OF ARTICLES

ARTICLE 1   GENERAL PROVISIONS
§ 1.1   The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data on the Project, and to set forth the license terms.

§ 1.2   This Agreement is the entire and integrated agreement between the parties. Any other agreements or understandings, whether written or oral, are hereby superseded. The contact person for either party listed above can be changed by written notification to the other party with written confirmation of receipt from that other party. Any other modification to this Agreement shall only be effective if it is in writing and signed by a duly authorized representative of Transmitting Party and Receiving Party. Express as specifically set forth herein, this Agreement does not create any other contractual relationship between the parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Transmitting Party and Receiving Party. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or take any action which shall bind the other.

§ 1.3   For purposes of this Agreement, the term Digital Data is defined to include only those items identified in Article 5 below.

§ 1.3.1 Confidential Digital Data is defined as Digital Data containing confidential or business proprietary information that the Transmitting Party designates and clearly marks as "confidential".

ARTICLE 2   TRANSMISSION OF DIGITAL DATA
§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data identified in Article 5 solely and exclusively to perform services for, or construction of, the Project in accordance with the terms and conditions set forth in this Agreement.

§ 2.2 If the Receiving Party receives Confidential Digital Data, the Receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The Receiving Party may disclose the Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity upon prior written notice to the Transmitting Party. The Receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Agreement.

§ 2.3 The Transmitting Party retains its rights in the Digital Data. By transmitting the Digital Data, the Transmitting Party does not grant to the Receiving Party an assignment of those rights; nor does the Transmitting Party convey to the Receiving Party any right in the software used to generate the Digital Data.

§ 2.4 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

ARTICLE 3   LICENSE CONDITIONS
The parties agree to the following conditions on the limited license granted in Section 2.1:

Building plans and construction detail data will be transmitted by the Transmitting Party to the Receiving Party for Receiving Party's sole use on the Project.

Said data will be transmitted to a named recipient employed by Receiving Party. The data will be transmitted in read only format. Data may be shared with employees of Receiving Party only.

Data may not be shared outside of the Receiving Party without the written consent of the Director of Facilities Planning for the University of Mississippi. The Receiving Party shall not assign or subcontract in whole or in part, its rights or obligations under this Agreement without the prior written consent of the Transmitting Party.

ARTICLE 4   LICENSING FEE OR OTHER COMPENSATION
The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiving Party's use of the Digital Data: $0

ARTICLE 5   DIGITAL DATA
The Parties agree that the following items constitute the Digital Data subject to the license granted in Section 2.1:

The Digital Data contains information regarding building drawings of buildings located on the Oxford campus of the University of Mississippi.

This Agreement is entered into as of the day and year first written above and will terminate upon completion of the Project or upon revocation by the Transmitting Party. This Agreement will terminate automatically upon termination of ESPC or if the Receiving Party fails to comply with any of the terms of this Agreement. Upon termination, the Receiving Party shall destroy all copies of the Digital Data.

ARTICLE 6   DATA SECURITY
The Receiving Party shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of Digital Data transmitted by the Transmitting Party to the Receiving Party, (ii) protect against any anticipated threats or hazards to the security or integrity of Digital Data, and (iii) protect against unauthorized access to or use of Digital Data that could result in substantial harm or inconvenience to the Transmitting Party or any of its stakeholders. The Receiving Party shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of and/or use, access, alteration, disclosure, erasure, copying, exhibition, transmission, or destruction of Digital Data while such information is in the Receiving Party's possession or control and will ensure that such information is not processed in other ways contradictory to privacy and/or data protection laws. The Receiving Party will maintain sufficient procedures to detect and respond to security breaches involving Digital Data and will inform the Transmitting Party immediately when it suspects or learns of malicious activity involving Digital Data, including an estimate of the activity's effect on the Transmitting Party and the corrective action taken. Such procedures shall include, but not be limited to, logging of all access to confidential or sensitive data, use of firewalls for all external data connections, and timely implementation of updates and patches.

ARTICLE 7   MISCELLANOUS
This Agreement shall be governed in accordance with the laws of the State of Mississippi, without giving effect to conflicts of law provisions. Any action arising under this Agreement shall be brought in a court of competent jurisdiction in Lafayette County, Mississippi. The Parties irrevocably consent to the jurisdiction and venue of any such Lafayette County courts.

The parties have executed this Agreement by their duly authorized representatives in their official capacity only.

_____
THE UNIVERSITY OF MISSISSIPPI
TRANSMITTING PARTY

_____
[Signature of   ]
RECEIVING PARTY

_____
(Printed Name and Title)

_____
(Printed Name and Title)

Drawing Request Form

Company / Department:	
Recipient:	Phone:
Date:	Email:

Requested Drawings

Building:
Project Title:

☐ Full Set
☐ Drawing(s) Requested:

Reason for Requesting Drawings

Format

☐ PDF   ☐ AutoCAD   ☐ Other

Special Request:

Facilities Planning Comments Only: