

Electronic File Transmittal and License Agreement

Project Name:

Project Number (if applicable):

Consultant / Licenser:

Recipient/ Licensee:

Licensed Materials:

Date	Description

WHEREAS, Consultant has provided professional design services to UMass Chan Medical School (“UMass Chan”) under a contract to which Recipient is not a party or a third-party beneficiary;

WHEREAS, UMass Chan has requested that Consultant make the above-identified Licensed Materials available to Recipient for reference purposes only;

NOW, THEREFORE, Consultant and Recipient, for the consideration described below, do agree as follows:

Grant of License.

Consultant grants Recipient a nontransferable and non-exclusive, royalty-free license to use the Licensed Materials as follows:

- To make copies (without any modification) for use within Recipient’s organization in issuing project documentation, including but not limited to drawings, specifications and exhibits, pertaining to the Project.
- To make copies for use by third parties in issuing project documentation pertaining to the Project, provided that Recipient first removes all identifying information of Consultant and its sub-consultants, if any.

Disclaimer of Warranties and Obligations.

The Licensed Materials are being provided as solely for the convenience of Recipient and this agreement does not constitute the rendering of professional services to Recipient. The Licensed Materials are provided “as is” and without warranties of any kind, including but not limited to any warranty that the Licensed Materials are error-or virus-free and any warranty of accuracy or suitability or fitness for any purpose.

Acknowledgment, Release and Indemnification.

Recipient acknowledges and agrees to the foregoing Disclaimer of Warranties and Obligations. Recipient agrees that it bears sole responsibility for verifying the accuracy and completeness of any information contained in the Licensed Materials prior to use of any kind.

Recipient agrees that it will not use the Licensed Materials for any project other than the Project. Recipient agrees that it will not provide copies of the Licensed Materials to any third party except after removing all identifying information of Consultant and its sub-consultants, if any.

Recipient agrees to release any and all claims that it may have against Consultant or UMass Chan arising out of the use of the Licensed Materials by Recipient or any other individual or entity who obtains the Licensed Materials from Recipient. Recipient will defend, indemnify and hold harmless Consultant and UMass Chan from all claims, liabilities, losses, damages or expenses (including reasonable attorney’s fees) arising out of the receipt, use, modification, misinterpretation, misuse, or reuse of the Licensed Materials provided to Recipient by Recipient or any other individual or entity who obtains the Licensed Materials from Recipient.

Miscellaneous.

This agreement will be governed by and enforceable in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. This agreement may be executed in counterparts and the undersigned certify that they are authorized to sign this agreement on behalf of their respective parties. Each party acknowledges and agrees that UMass Chan is an express third-party beneficiary of this agreement, entitled to enforce the terms of the agreement as if it were an original contracting party. This agreement will become effective on the date the last party signs this agreement.

[The remainder of this page is left intentionally blank]

CONSULTANT: [insert entity name]

RECIPIENT: [insert entity name]

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____
