

UNC Division of University Advancement

Restricted Use of Data Agreement

I, _____ (name of data end-user), agree to the following provisions concerning the use of names and addresses or other University of Northern Colorado Alumni and Constituent data furnished electronically or in print by the University of Northern Colorado Division of University Advancement for a mutually agreed upon project:

1. That the names provided are confidential proprietary information of the University of Northern Colorado and may not be disclosed to a third party without express written permission of the University of Northern Colorado;
2. That names and other information provided will be used only for the purpose and limited use described in the Data Request Form; and such purpose will be conducted in accordance with all applicable laws.
3. That names and other information provided will be used only for the specific purpose for which they were ordered and for no other purpose, unless specifically authorized under this agreement and a revised Data Request Form;
4. That names will not be copied or saved for use as a mailing list or otherwise;
5. That names and other information will be used within fifteen (15) days after receipt to retain the advantages of accuracy; and that if names and other information are not used within fifteen (15) days of receipt, the University of Northern Colorado has the right to revoke permission to use the names and other information;
6. That the University of Northern Colorado provides no warranty of the accuracy or completeness of the names or other information provided;
7. That use of the names and other information for the purpose of telemarketing, mailings, or other purposes not identified on Data Request Form is STRICTLY PROHIBITED;
8. That for mailing lists or solicitations, the customer agrees to furnish the University of Northern Colorado with a copy or sample of printed material, literature, advertising material, email, text, notifications, alerts or other electronic information will be presented using the names or other information provided, such materials must be approved by the University of Northern Colorado **prior to** delivery of the names and other information and are subject to the limitations made in accordance with this agreement;
9. That the University of Northern Colorado retains the right to decline the use of names and other information by any organization at its discretion.
10. On completion of the limited purpose described on the Data Request Form, the undersigned agrees to destroy or return all mediums, including electronic storage, disk, tape and printed documents that contain names and other information supplied by the University of Northern Colorado.
11. The names and other information must be kept strictly confidential and may only be used by the parties named in this agreement.
12. For mass e-mails, the data requester agrees to comply with all UNC Computer, Internet and Electronic Communication Procedures. Listservs that use a Web interface to

distribute mass e-mail to addresses on and off campus are required to manage and conform to preferred university mass email distribution methods and to meet unsubscribe requirements. All unsubscriptions must be reported back to the UNC Division

of University Advancement in real-time or on a daily basis and must be delivered in the appropriate format. For further information, please contact Clare Buttry, Executive Director of Advancement Operations, at clare.buttry@unco.edu.

This agreement is reviewed periodically and may be changed at the discretion of the University. The agreement shall be binding upon the undersigned, its principals and its agencies, agents, servants, licensees, subcontractors, affiliates, associates and assignees.

End-User Department Name _____

Authorized UNC Representative Name _____

Signature of UNC Representative _____

Title _____ Date _____

Non-University Third Party End-User: If intended end-user is a third party outside of UNC, then a more detailed review will be necessary and additional agreements and/or contracts may be required. In the case of third parties, please list the detailed information of the Non-University intended end-user below and you will be contacted for any necessary next steps.

Company Name _____

Association with UNC _____

Detailed Business Purpose _____

Signature of Third Party Company Authorized Representative _____

Title _____ Date _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____