**NON-DISCLOSURE AGREEMENT**

This non-disclosure agreement (“Agreement”) is made effective as of the date of last signature (“Effective Date”) between The University of Central Florida Board of Trustees (“UCF”) and (“INDIVIDUAL”) (individually a “Party” and collectively the “Parties”).

UCF shall be: a Disclosing Party a Receiving Party both

INDIVIDUAL shall be: a Disclosing Party a Receiving Party both

The scientific/technical representatives of the parties are:

UCF:

|  |
| --- |
| *Insert names of UCF technical representatives.*  |

INDIVIDUAL:

|  |
| --- |
| *Insert name of Individual.*  |

In consideration of the Purpose (as defined below), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. Scope and Purpose**

The Disclosing Party (“Disclosing Party”) is in possession of information which Disclosing Party considers confidential and in which Disclosing Party has a proprietary interest (“Confidential Information”), which is generally described as:

UCF:

|  |
| --- |
| *If applicable, insert non-confidential description of UCF confidential information. Please use a reasonable degree of specificity. If not applicable, insert “N/A.”* |

INDIVIDUAL:

|  |
| --- |
| *If applicable, insert non-confidential description of Individual confidential information. Please use a reasonable degree of specificity. If not applicable, insert “N/A.”* |

The Receiving Party (“Receiving Party”) wishes to receive disclosure of the Confidential Information from Disclosing Party and agrees to hold that disclosure in confidence subject to the terms and conditions in this Agreement. Disclosing Party is willing to make this disclosure to Receiving Party for the purpose(s) of:

|  |
| --- |
| *Insert purpose for discussions. Please use a reasonable degree of specificity (e.g. Discussions related to proposal in response to Army RFP#XYZ)* |

(“Purpose”).

**2. Protected Information**

Confidential Information. Confidential Information includes any confidential or proprietary information, knowledge, software, documents, drawings, sketches, models, designs, data, memoranda, tapes, records, material and/or know‑how whatsoever, provided by Disclosing Party.

All Confidential Information disclosed to Receiving Party in written form shall be clearly marked as confidential or proprietary by Disclosing Party. All Confidential Information disclosed orally or in any other form shall be identified as confidential or proprietary by Disclosing Party at the time of disclosure, summarized in a writing clearly marked as confidential or proprietary, and delivered to the Receiving Party within thirty (30) days of disclosure by Disclosing Party.

**3. Duties**

3.1 Permitted Use. Receiving Party will use Disclosing Party’s Confidential Information only for the Purpose as provided in the Agreement, and any other use must be defined in advance by a separate document executed by the Parties. Receiving Party may disclose the Confidential Information to its directors, officers, and employees who: 1) have a need to know the Confidential Information in order to explore or facilitate the Purpose, 2) have agreed to, or have a duty to, hold such Confidential Information in confidence in a manner consistent with the terms of this Agreement. Receiving Party will not disclose Confidential Information to any third party without prior written consent of Disclosing Party.

3.2 Unauthorized Use. No license (express, implied, by estoppel, or otherwise) or intellectual property right is conveyed by this Agreement, except for the limited right to use Confidential Information for the Purpose. Receiving Party shall protect Disclosing Party’s Confidential Information from unauthorized use, and unauthorized or accidental disclosure, by the exercise of the same degree of care as it employs to protect its own information of a like nature, but not less than reasonable care.

3.3 Governmental Rights. Receiving Party understands that Disclosing Party’s Confidential Information may have been developed under a grant or contract from the federal government of the United States or the government of the State of Florida. The federal or state government may be entitled to certain rights in the Confidential Information and may also be entitled to exercise certain rights to the Confidential Information. Disclosing Party agrees to provide the Receiving Party with further information about any governmental rights as part of the Confidential Information if the Receiving Party requests this information in writing.

3.4 Export Control. Each party acknowledges that it is subject to and agrees to abide by the United States laws and regulations controlling the export or transfer of information, technical data, software, items, materials, mockups/prototypes, biological materials and other items, (including the Arms Export Control Act (AECA), as amended, an enumerated in the International Traffic Arms Regulations (ITAR), and the Export Control Reform Act (ECRA) as amended and enumerated in the Export Administration Regulations (EAR)). The transfer of such items and technical data may require a license from the cognizant agency of the U.S. Government or written assurances by INDIVIDUAL that it shall not export such items to certain foreign countries and/or foreign persons without prior approval of the cognizant agency. UCF neither represents that a license is or is not required or that, if required, it shall be issued.

**4. Term and Termination**

4.1 Term. Receiving Party will use the Confidential Information only during the term of the Agreement, which begins on the Effective Date and terminates on unless terminated earlier (“Term”). Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

4.2 Non-Disclosure Period. Termination shall not affect Receiving Party obligations with respect to Confidential Information disclosed under this Agreement, but such obligations shall continue in accordance with this paragraph 4.2. Receiving Party agrees that it shall, to the extent permitted by law, keep in confidence and not disclose any part of Disclosing Party’s Confidential Information, in any form, to a third party or parties for a \_\_\_\_\_\_\_\_ (\_) year period beginning on the Effective Date of this Agreement.

4.3 Termination Obligations. Upon termination of this Agreement, the Receiving Party will return or destroy all Confidential Information provided by Disclosing Party, together with all copies, other forms of reproduction, or description of the Confidential Information made by the Receiving Party, except that Receiving Party may retain one copy of Confidential Information for legal and archival purposes only.

**5. Excluded Information**

The Receiving Party shall not be liable for disclosing Disclosing Party’s Confidential Information to others that is evidenced by written record as:

a) already known to the Receiving Party at the time of disclosure;

b) generally available to the public or becomes available to the public through no fault of the Receiving Party;

c) developed independently of and without reference to Disclosing Party’s Confidential Information;

d) received from a third party who had a legal right to disclose such Confidential Information without restriction; or

e) disclosed by Receiving Party with Disclosing Party’s prior written approval.

**6. Required Disclosure**

If required by applicable law, regulation, or judicial, administrative or legislative order, the Receiving Party may disclose the Confidential Information it receives hereunder to comply with such requirement, provided that (a) the Receiving Party shall, to the extent permitted by law, promptly notify the Disclosing Party so that Disclosing Party may contest such disclosure, and (b) the Receiving Party shall limit the scope of such disclosure to only such portion of the Confidential Information that it is required to disclose.

**7. Correspondence**

Addresses of the parties for correspondence concerning this Agreement are:

For INDIVIDUAL: For UCF:

 Attn: 12201 Research Parkway, Suite 501

 Orlando, FL 32826-3246

 Phone:

 Fax: 407-823-3299

 Email: ospcontracts@ucf.edu

This information may be revised by written notice to the other party.

**8. Miscellaneous**

7.1 Injunctive Relief. Receiving Party acknowledges that a breach by it of any of the terms of this Agreement may cause irreparable harm to Disclosing Party and that damages may be difficult to determine. Accordingly, in the event of a default, Disclosing Party may be entitled to, in addition to other legal remedies available to the Disclosing Party, seek injunctive relief restraining Receiving Party from any further or continued breach of its obligations hereunder.

7.2. No Warranties. The Parties agree that any Confidential Information is disclosed "as is" and that any use by Receiving Party of that Confidential Information will be at the sole risk of Receiving Party. DISCLOSING PARTY MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT.

7.3 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida, without regard to conflict of law principles and, to the extent applicable, by the laws of the United States. Any dispute between the Parties concerning the terms of this Agreement shall be decided in a court of competent jurisdiction located in Orange County, Florida.

7.4 No Assignment. Individual shall not assign this Agreement or any of its rights or obligations hereunder without obtaining prior written consent of UCF.

7.5 Entirety, Amendment, and Severability. This Agreement constitutes the entire agreement of the Parties concerning the matters discussed herein. If any of the provisions of this Agreement are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid. This Agreement may be amended only by a written instrument executed by authorized representatives of the Parties.

7.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signature pages delivered by facsimile or electronic mail to this Agreement or any document delivered hereunder shall be binding to the same extent as an original.

7.7 No Interpretation Against Drafter. This Agreement has been negotiated at arm's length between persons sophisticated and knowledgeable in these types of matters. In addition, each party has been represented by experienced and knowledgeable legal counsel, or had the opportunity to consult such counsel. Accordingly, any normal rule of construction or legal decision that would require a court to resolve any ambiguities against the drafting party is hereby waived and shall not apply in interpreting this Agreement.

**[ Signatures on the following page ]**

In witness thereof, the parties hereby execute this Agreement by their authorized representatives.

**ACCEPTED BY:**

UNIVERSITY OF CENTRAL FLORIDA

BOARD OF TRUSTEES

Signature Signature

DATE: DATE: