**NON-DISCLOSURE AGREEMENT**

Between

[Name of Organization]

[Organization Address]

and

University of Central Florida Research Foundation, Inc.

12201 Research Parkway, Suite 501, Orlando, FL 32826-3246

This non-disclosure agreement (“Agreement”) is made effective as of the date of last signature (“Effective Date”) by and between University of Central Florida Research Foundation, Inc. (“UCFRF”), a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees (“UCF”) and [Organization Name](“Company”), a [Type of Entity] organized under the laws of [State/Country]; each individually a “Party” and collectively the “Parties”.

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| --- | --- | --- | --- |
| UCFRF shall be: |[ ]  a Disclosing Party |[ ]  a Receiving Party |[ ]  Both |
| Company shall be: |[ ]  a Disclosing Party |[ ]  a Receiving Party |[ ]  Both |

The scientific/technical representatives of the Parties are:

|  |  |  |
| --- | --- | --- |
| UCFRF Technical Contact: |  | Company Technical Contact: |
| [University Department]  |  | [Company Name]  |
| [Technical Address]  |  | [Technical Address]  |
| [City, State, Zip] |  | [City, State, Zip] |
| Attn: [Name] |  | Attn: [Name] |
| Email: [Email Address] |  | Email: Email Address] |

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:

# Scope and Purpose

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

|  |  |
| --- | --- |
| UCFRF | Company |
| [If applicable, insert non-confidential description of UCFRF confidential information. Please use a reasonable degree of specificity. If not applicable, insert “N/A.”] | [If applicable, insert non-confidential description of Company 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 the Agreement. Disclosing Party is willing to make this disclosure to Receiving Party for the purpose(s) “Purpose” of:

|  |
| --- |
| Insert purpose for discussions. Please use a reasonable degree of specificity (e.g., Discussions related to proposal in response to RFP#12) |

# Confidential Information

Confidential Information includes, but is not limited to, 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 Receiving Party within thirty (30) days of disclosure by Disclosing Party.

# 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 and 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 United States Government or the State of Florida Government. 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 Receiving Party with further information about any governmental rights as part of the Confidential Information if 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, and enumerated in the International Traffic Arms Regulations (“ITAR”) 22 CFR Parts 123 – 130, and the Export Administration Act (“EAA”) of 1979 enumerated in the Export Administration Regulations (“EAR”) 15 CFR Parts 300 - 799). 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 Company that it shall not export such items to certain foreign countries and/or foreign persons without prior approval of the cognizant agency. UCFRF neither represents that a license is or is not required or that, if required, it shall be issued.

# 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 [Date] 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 or expiration shall not affect Receiving Party’s 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 [Number] ([#]) year period beginning on the Effective Date of this Agreement.

4.3 Termination Obligations. Upon termination of this Agreement, 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 Receiving Party, except that Receiving Party may retain one copy of Confidential Information for legal and archival purposes only.

# Excluded Information

Receiving Party shall have no obligation of confidentiality and shall not be liable for disclosing Disclosing Party’s Confidential Information to others that is evidenced by written record as:

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

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

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

# Correspondence and Notice

Addresses of the parties for correspondence and notices concerning this Agreement are:

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| --- | --- | --- |
| UCFRF Contractual Contact: |  | Company Contractual Contact: |
| University of Central Florida Research Foundation, Inc.12201 Research Parkway, Suite 501Orlando, Florida 32826-3246 |  | [Company Name]  |
|  | [Address] |
|  | [City, State, Zip] |
| Attn: [Name] |  | Attn: [Name] |
| Email: [Email Address] |  | Email: [Email Address] |

# Miscellaneous

7.1 Administrative Consideration. The Parties understand and agree that UCFRF does not have any employees and that all personnel performing under this Agreement are employees or agents of UCF. As a result and notwithstanding anything to the contrary hereunder, UCFRF shall be able to disclose confidential information, as described in Article 1, to employees of UCF who have a legitimate need to know the confidential information.

7.2 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.

7.3 No Warranties. The Parties agree that any Confidential Information is disclosed "as is" and that any use by Receiving Party of the 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.

7.4 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.

7.5 No Assignment. No Party shall assign this Agreement or any of its rights or obligations hereunder without obtaining prior written consent of the other Party.

7.6 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.

7.7 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.

**IN WITNESS THEREOF**, the Parties hereby execute this Agreement by their authorized representatives.

|  |  |  |
| --- | --- | --- |
| **University of Central Florida Research Foundation, Inc.**  |   | [**Company Name]** |
| By:  |   |   | By:  |   |
| Name  | [Name] |   | Name  | [Name] |
| Title  | [Title] |   | Title  | [Title] |
| Date  | [Date] |   | Date  | [Date] |