

# NON-DISCLOSURE AGREEMENT

This Agreement is made by and between Brigham Young University ("BYU"), a Utah non-profit corporation and educational institution with its principal campus and place of business located at Provo, Utah 84602, and \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_ ("Recipient");

WHEREAS, the parties to this Agreement desire that BYU disclose certain confidential and proprietary information described as \_\_\_\_\_ invented at Brigham Young University, for the purpose of \_\_\_\_\_.

WHEREAS, pursuant to the above, the parties desire that BYU disclose certain of its proprietary information pertaining to the above, which information the parties regard as Confidential Information. This disclosure is not an offer for sale.

NOW, THEREFORE, for and in consideration of the mutual obligations contained herein, the parties intending to be legally bound hereby agree as follows:

1. For the purpose of this Agreement "Confidential Information" shall mean any and all documentation, technology, information, data, systems, processes, methods, devices and products of a confidential nature, including but not limited to proprietary intellectual property, computer programming techniques, and all record bearing media containing or disclosing such information and techniques which is disclosed pursuant to this Agreement.
2. This Agreement shall be effective as of the date of the last signature as written below and will continue for a period of five (5) years. Either party may terminate this Agreement at any time without cause on thirty (30) days written notice. However, the confidentiality obligations accruing prior to termination as set forth herein shall survive for a period of five (5) years from the date of the receipt thereof by Recipient.
3. The parties agree that disclosure and receipt of Confidential Information is for the purposes set forth above and for no other purpose.
4. All Confidential Information exchanged pursuant to this Agreement:
  - (a) shall not be copied or distributed, disclosed, or disseminated in any way or form to anyone by Recipient except its own employees or consultants bound by the terms and conditions of this Agreement, who have a reasonable need to know said Confidential Information;
  - (b) shall be treated by Recipient with the same reasonable degree of care to avoid disclosure to any third party as is used with respect to its own information of like importance which is to be kept secret;
  - (c) shall not be used by Recipient for its own purposes or any other purpose except the purpose set forth above, except as otherwise expressly stated herein, without the express written permission of BYU.
5. The obligations of paragraph 4 shall not apply, however, to any information which:
  - (a) is already in the public domain or becomes available to the public through no breach of this Agreement by Recipient;
  - (b) was lawfully in Recipient's possession prior to receipt from BYU; or
  - (c) is received independently from a third party free to lawfully disclose such information to Recipient.
6. Confidential information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.
7. All Confidential Information shall remain the property of and be returned to BYU (along with all copies thereof) within fifteen (15) days of receipt by Recipient of a written request from BYU setting forth the Confidential Information to be returned.
8. Recipient shall have the right to refuse to accept any information under this Agreement and nothing herein shall obligate BYU to disclose to Recipient any particular information. Neither party shall have any obligations to enter into any further agreement with the other.
9. The parties hereto agree that no warranties of any kind are given with respect to Confidential Information disclosed under this Agreement as well as any use thereof.
10. Recipient shall not acquire any intellectual property rights under this Agreement. It is understood that no patent, copyright, trademark, or other proprietary right to license is granted by this Agreement. The disclosure of Confidential Information and Materials which may accompany the disclosure shall not result in any obligation to grant Recipient rights therein.
11. Each party warrants and represents that it possesses all necessary powers, right and authority to lawfully make disclosures subject to this Agreement.
12. Recipient acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore BYU shall be entitled, in addition to all other remedies, to seek equitable relief, including injunctive relief and specific performance.
13. The obligations and duties imposed by this Agreement with respect to any Confidential Information may be enforced by BYU against any and all recipients of such Confidential Information
14. This Agreement shall be deemed performed in and shall be construed and governed by the laws of the State of Utah, excluding its Conflicts of Laws provisions.
15. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other party. All additions or modification to this Agreement must be made in writing and must be signed by all parties.

**BRIGHAM YOUNG UNIVERSITY:**

**RECIPIENT:**

By: \_\_\_\_\_  
(Signature) (Date)

By: \_\_\_\_\_  
(Signature) (Date)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_