# NON-DISCLOSURE AGREEMENT

With an Individual

(University Receiving)

This non-disclosure agreement (“Agreement”) is between The University of Texas at San Antonio (“University”), an agency of the State of Texas and an institution of The University of Texas System (“System”) having a business address at One UTSA Circle, San Antonio, Texas 78249-1664, and \_\_\_\_\_\_\_\_\_[NAME OF DISCLOSER] (“Discloser”) an individual having a business address at \_\_\_\_\_\_\_\_\_\_[ADDRESS OF DISCLOSER].

**RECITALS**

A. University wishes to receive certain confidential and proprietary information (hereinafter collectively “Confidential Information”) pertaining to \_\_\_\_\_\_\_\_\_\_\_ [SUBJECT OF DISCLOSURE]. This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written, and machine readable form, pertaining to the above.

B. University wishes to receive the Confidential Information for the sole purpose of \_\_\_\_\_\_\_\_\_\_\_\_[PURPOSE] (the “Purpose”).

C. Discloser is willing to disclose the Confidential Information and University is willing to receive the Confidential Information (as “Receiving Party”) on the terms and conditions set forth herein.

**TERMS AND CONDITIONS**

Therefore, Discloser and University agree, as follows:

1. That the disclosure of Confidential Information by Discloser is in strictest confidence and thus University will:

a. Not disclose to any other person the Confidential Information;

b. Use at least the same degree of care to maintain the Confidential Information confidential as the University uses in maintaining as confidential its own confidential information, but always at least a reasonable degree of care;

c. Use the Confidential Information only for the above Purpose;

d. Restrict disclosure of the Confidential Information solely to those employees of University having a need to know such Confidential Information in order to accomplish the Purpose stated above;

e. Advise each such employee, before he or she receives access to the Confidential Information, of the obligations of University under this Agreement, and require each such employee to maintain those obligations;

f. Within fifteen (15) days following request of Discloser, return to Discloser all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Confidential Information, or confirm to Discloser, in writing, the destruction of such materials, provided however, that University may retain one copy of the Confidential Information in a secure manner solely for the purpose of monitoring compliance with this Agreement.

1. Recipients of Confidential Information disclosed to University by Discloser for the purposes hereunder may include, but are not limited to, the individual person(s) identified in the attached Exhibit A.
2. This Agreement imposes no obligation on University with respect to any portion of the Confidential Information received from Discloser which (a) was known to the University prior to disclosure by Discloser; (b) is lawfully obtained by the University from a third party under no obligation of confidentiality; (c) is or becomes generally known or publicly available other than by unauthorized disclosure by University; (d) is independently developed by the University; or (e) is generally disclosed by Discloser to a third party without a duty of confidentiality on the third party.
3. This Agreement imposes no obligation on University with respect to any portion of the Confidential Information disclosed by Discloser, unless such portion is (a) disclosed in a written document or machine readable media marked “CONFIDENTIAL” at the time of disclosure; or (b) disclosed in any other manner and summarized in a written memorandum delivered to the University within thirty (30) days of the disclosure.
4. The Confidential Information shall remain the sole property of Discloser.
5. DISCLOSER DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY CONFIDENTIAL INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, DISCLOSER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE CONFIDENTIAL INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. DISCLOSER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION BY THE UNIVERSITY.
6. In the event of a breach or threatened breach or intended breach of this Agreement by University, Discloser, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
7. It is understood that both parties are subject to U.S. laws and regulations controlling the export of certain items, commodities, defense articles, confidential information, proprietary technical data, or source code, collectively hereafter referred to as “Items.”  Each party is obligated to comply with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979).  Prior to providing any Items which are subject to U.S. export laws and regulations, and prior to furnishing any Items where oral instruction or inspection may disclose technical data subject to such export controls, the disclosing party shall notify receiving party’s contracting officer in writing of the Items and applicable export controls.  Receiving party shall have the right to decline or limit the receipt of such Items, and any task requiring receipt of such Items.  The transfer of Items may require a license from the cognizant agency of the U.S. government.  The parties agree to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement.
8. The validity, construction, and performance of this Agreement are governed by the laws of the State of Texas without regard to the choice of law or conflict of law provisions.
9. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
10. This Agreement is binding upon Discloser and University, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue for a period of one (1) year, unless terminated on thirty (30) days written notice by either party. However, University’s obligations of confidentiality and restrictions on use of the Confidential Information disclosed by Discloser shall survive termination of this Agreement for an additional period of three (3) years.

Discloser and University do hereby accept and are duly bound to uphold the terms of this Agreement upon signature below by their respective authorized representatives.

**THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[COUNTERPART]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**Acknowledgement of Contact Person for The University Of Texas at San Antonio (UTSA):**

I have read the Agreement and its Terms and Conditions and understand my obligations, including that if Confidential Information to be exchanged is export-controlled, I will consult with the UTSA Office of Research Integrity and Compliance (ORIC) before the disclosure of any export-controlled Confidential Information. As the UTSA Contact Person I agree I will not use UTSA facilities, including physical desk or file storage and/or computer hard disks and/or other electronic medium owned or maintained by UTSA, to file, store, or maintain export-controlled Confidential Information without prior approval from ORIC, which is the UTSA office responsible for export controls compliance.

Signature:

Date:

Printed Name:

Title:

Are you a citizen or permanent resident of the U.S.? ❑ Yes ❑ No

*Additional UTSA Individual Acknowledgement*: To be signed by each additional UTSA individual with access to the Confidential Information of another party.

Complete below or if not applicable, check here: ❑ “Not applicable at this time”

I have read the Agreement and its Terms and Conditions and understand my obligations, including that if Confidential Information to be exchanged is export-controlled, I will consult with the UTSA Office of Research Integrity and Compliance (ORIC) named above and before the disclosure of any export-controlled Confidential Information. As a UTSA individual with access to the export-controlled Confidential Information, I agree I will not use UTSA facilities, including physical desk or file storage and/or computer hard disks and/or other electronic medium owned or maintained by UTSA, to file, store, or maintain export-controlled Confidential Information without prior approval from ORIC, which is responsible for export controls compliance.

Signature:

Printed name:

Are you a citizen or permanent resident of the U.S.? ❑ Yes ❑ No

Signature:

Printed name:

Are you a citizen or permanent resident of the U.S.? ❑ Yes ❑ No

Signature:

Printed name:

Are you a citizen or permanent resident of the U.S.? ❑ Yes ❑ No

Signature:

Printed name:

Are you a citizen or permanent resident of the U.S.? ❑ Yes ❑ No