FLORIDA ATLANTIC UNIVERSITY

NON-DISCLOSURE AGREEMENT # _____

This Non-Disclosure Agreement (the 'Agreement") is made and entered into as of this ____ day of _____, 20__, (the "Effective Date") between the Florida Atlantic University Board of Trustees, located at 777 Glades Road, Boca Raton, Florida 33431 ("FAU") and _____ located at _____ ("Organization"). FAU and Organization shall hereinafter collectively be referred to as the "Parties" and individually as the "Party."

WHEREAS, FAU possesses certain ideas and information relating to _____ _____ that is confidential and proprietary to FAU and is provided to Organization and marked as "Confidential Information."

WHEREAS, Organization possesses information relating to _____ _____ that is confidential and proprietary to Organization; and is provided to FAU and marked as "Confidential Information."

WHEREAS, FAU and Organization have an interest in sharing Confidential Information, as defined below, with each other in connection with _____ _____ (the "Purpose") on the terms and conditions set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Confidential Information.

   Any and all non-public information that is marked or identified in accordance with this section and owned or controlled by one party ('Disclosing Party") and disclosed to the other ("Receiving Party") in connection with the Purpose shall be deemed "Confidential Information" that is protected pursuant to this Agreement if:

   (a) with respect to information disclosed in writing, the Disclosing Party marks it as confidential at the time it is disclosed; or,

   (b) with respect to information disclosed orally or visually, the Disclosing Party identifies it as confidential at the time of disclosure and then reduces it to writing, marks it as confidential, and delivers it to the Receiving Party within thirty (30) days of the non-written disclosure; or,

   (c) with respect to information disclosed by electronic transmission (e.g., facsimile, electronic mail, etc.), the Disclosing Party marks it electronically as confidential within the electronic transmission, such marking to be displayed in readable form along with any display of the Confidential Information; or,

   (d) with respect to information disclosed by delivery of an electronic storage medium or memory device, the Disclosing Party marks the storage medium or memory device itself as containing Confidential Information and electronically marks the stored information as confidential, such marking to be displayed in readable form along with any display of the Confidential Information; or

   (e) with respect to any information described in subparagraphs (a), (c) or (d) of this Paragraph 1 disclosed

without a mark indicating that it is Confidential Information when initially disclosed, the Disclosing Party describes and identifies such information as Confidential Information in writing delivered to and received by the Receiving Party within thirty (30) days of such disclosure and the Receiving Party has not disclosed it in the interim.

Disclosing Party shall mark the information as confidential by an appropriate legend, stamp, or other marking. Information not in fact confidential to Disclosing Party (or to another for which the Disclosing Party is acting) shall not be so claimed or marked, and the parties shall endeavor to keep to a minimum the amount of Confidential Information disclosed hereunder.

2. Obligations of Receiving Party.

   (a) No Disclosure. The Receiving Party agrees to use the same degree of protection it uses for its own Confidential Information, and in no event less than reasonable efforts, to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than the Receiving Party's employees having a need for disclosure in connection with the Receiving Party's authorized use of the Confidential Information.

   (b) No Duplication/No Use. The Receiving Party shall not duplicate or use Confidential Information furnished in tangible form except for the Purpose.

   (c) Return of Information. Upon the request of the Disclosing Party, the Receiving Party shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. Notwithstanding the foregoing, the Receiving Party shall be permitted to retain one (1) copy of the Confidential Information for the sole purpose of complying with applicable record retention laws or regulations.

3. Limits on Confidential Information.

   The obligations and restrictions imposed by this Agreement will not apply to any information that:

   (a) The Receiving Party can demonstrate was already known to the Receiving Party prior to the disclosure by the Disclosing Party; or,

   (b) has become publicly known through no wrongful act of the Receiving Party; or,

   (c) was received by the Receiving Party without breach of this Agreement from a third party without restriction as to the use and disclosure of the information; or,

   (d) was independently developed by the Receiving Party without use of the Confidential Information; or

   (e) is required to be disclosed by court order or law, including Florida's public records law.

   The Receiving Party shall endeavor to provide Disclosing Party with notice prior to disclosure pursuant to Section 3(e), when possible, so that the Disclosing Party may seek to intervene to protect the confidentiality of the information.

4. Ownership of Confidential Information.

   The Receiving Party agrees that all Confidential Information shall remain the property of the Disclosing Party, and that the Disclosing Party may use such Confidential Information for any purpose without obligation to the Receiving Party.

5. Export Control.

   Disclosure of export-controlled information, as defined in 15 CFR 730 under the Export Administration Regulations (EAR) and in 22 CFR 120 under the International Traffic in Arms Regulations (ITAR), is not permitted under this Agreement unless the Disclosing Party has received prior written approval from both parties' authorized export control representatives. If the Disclosing Party receives prior written approval allowing for disclosures of export-controlled information, both parties will adhere to all applicable export control regulations including U.S. state and federal export control laws and regulations.

6. Contact Person.

   The parties agree to appoint the following contact persons to control dissemination of the Confidential Information:

For FAU:	**For Organization:**
Name: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

   Each Contact Person shall maintain a list of all individuals who receive the Confidential Information, and such list shall be made available to the other Party upon reasonable request.

7. Term and Termination.

   The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years from the Effective Date.

8. No Assignment.

   Neither Party can assign this Agreement or any interest herein, whether by operation of law or otherwise, without the other Party's express prior written consent. Any assignment made without consent of the other Party shall be voidable at the option of the other Party.

9. Survival of Rights and Obligations.

   Subject to Section 8, this Agreement shall be binding upon and be enforceable by each party, its successors, and assigns.

10. Governing Law.

    The laws of the State of Florida shall govern this Agreement. In the event of litigation arising out of this Agreement, venue shall be in Palm Beach County, Florida.

11. Severability.

    If a court of competent jurisdiction holds any term of this Agreement to be invalid or unenforceable, all of the remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. Entire Agreement/Amendment.

    This Agreement constitutes the entire Agreement between the parties with respect to the subject matter

of this Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only in writing that is duly executed by both parties.

The parties have caused their duly authorized representatives to sign this Agreement as of the dates below.

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES	**ORGANIZATION**
By: _____	By: _____
Name: Efrain E. Arroyo	Name: _____
Title: Associate Director, Contract Services	Title: _____
Date: _____	Date: _____

I have read and agree to the terms and conditions of this Agreement.

FAU Principal Investigator	**Organization Principal Investigator**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____