

**Instructions and Guidelines for Use:**

***This Agreement may be used to restrict access to confidential information provided by the University to another party.***

- ***Revisions to existing clauses or insertion of additional clauses requires prior approval from the Office of Financial Affairs.***
- ***Once you have completed the requested information, please delete the highlighted instructions and information in red text before printing the agreement.***
- ***When you are ready to submit the Agreement for review and approval, please refer to the “Procedure for Submitting Business Contracts” at:  
[http://www.utexas.edu/business/vp/contracts\\_agreements/contract\\_procedure.html](http://www.utexas.edu/business/vp/contracts_agreements/contract_procedure.html)***
- ***Please call the Financial Affairs Office at 471-7400 or 471-4412 if you have any questions about the use of this template for your specific arrangement or the information requested within the template.***

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**NON-DISCLOSURE AGREEMENT**

**(University Disclosing)**

This non-disclosure agreement (“Agreement”) is between **<Insert College/School and/or budgeted department name>**, a unit of The University of Texas at Austin (hereafter “University”), and **<Insert Company’s complete legal name>** (hereafter “Company”) a corporation, having a business address at **<Insert Company’s complete address>**.

**RECITALS**

A. Company wishes to receive certain trade secret, confidential and proprietary information (hereinafter collectively “Information”) pertaining to **<Insert subject matter of information to be provided>**. 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. Company wishes to receive the Information for the sole purpose of **<Insert purpose of non-disclosure/summary of the project>**.

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

**AGREEMENTS**

Therefore, University and Company agree, as follows:

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

a. (1) Not disclose to any other person the Information and (2) use at least the same degree of care to maintain the Information secret as the Company uses in maintaining as secret its own secret information, but always at least a reasonable degree of care;

b. Use the Information only for the above purpose;

c. Restrict disclosure of the Information solely to those employees of Company having a need to know such Information in order to accomplish the purpose stated above;

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

e. Within fifteen (15) days following request of University, return to University all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to University, in writing, the destruction of such materials; and

f. Immediately upon sale of Company or merger of Company with a third party, return to University all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to University, in writing, the destruction of such materials.

2. This Agreement imposes no obligation on Company with respect to any portion of the Information received from University which (a)(1) was known to the Company prior to disclosure by University and (2) as to which the Company has no obligation not to disclose or use it, (b) is lawfully obtained by the Company from a third party under no obligation of confidentiality, (c) is or becomes generally known or available other than by unauthorized disclosure, (d) is independently developed by the Company or (e) is generally disclosed by University to third parties without any obligation on the third parties.

3. This Agreement imposes no obligation on Company with respect to any portion of the Information disclosed by University, 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 memorandum mailed to the Company within thirty (30) days of the disclosure.

**[OPTIONAL: Include if a list of information will be attached.** Information disclosed by University in a written document or machine readable media and marked "CONFIDENTIAL" includes, but is not limited to, the items, if any, set forth in Schedule A attached hereto. Schedule A is incorporated herein by reference. Company hereby acknowledges receipt of the items listed in Schedule A, if any.]

4. The Information shall remain the sole property of University.

5. UNIVERSITY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, UNIVERSITY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. UNIVERSITY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE COMPANY.

6. The validity, construction, and performance of this Agreement are governed by the laws of the state of Texas. Venue for any disputes or litigation shall be in Travis County, Texas.

7. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.

8. Should the Company be compelled by law, subpoena, court order or other legal mandate to disclose any Information that is subject to this Agreement, the Company shall, as soon as practicable, give written

notice to the University and not disclose such Information until University has had a reasonable opportunity to undertake efforts, including legal action, to protect its interests in the Information.

9. Nothing in this Agreement shall be read or construed as a waiver of any rights or immunities to which the University is otherwise entitled.

10. Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to University:           The University of Texas at Austin  
Vice President and Chief Financial Officer  
P. O. Box 8179  
Austin, TX 78713-8179  
Attn: Kevin P. Hegarty  
Fax: 512-471-7742  
Email: [hegarty@mail.utexas.edu](mailto:hegarty@mail.utexas.edu)

With copy to:            <Insert Department Name, Address, Fax and Email Address>

If to Company:           <Insert Name, Address, Fax and Email Address>

or such other person or address as may be given in writing by either party to the other in accordance with this Section.

This Agreement is binding upon University and Company, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue through <Insert month/day/year (The Agreement may not be ongoing)>, unless terminated on thirty (30) days written notice by either party.

### The University of Texas at Austin

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

Name: Linda Shaunessy

Title: Business Contracts Administrator

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

<Insert Company's complete legal name>

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

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

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

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

**[OPTIONAL: Include if a Schedule A will be included. Attached: Schedule A]**

[OPTIONAL: Include if a Schedule A will be included. Schedule A]