

NON-DISCLOSURE AGREEMENT

This Agreement is made as of _____, 2023 (the "Effective Date") between _____, with offices at _____ (hereinafter, "Organization"), and The Trustees of Indiana University on behalf of the undersigned faculty or staff member (hereinafter, "IU").

Whereas, Organization would like IU to participate in an academic project facilitated by Indiana University's Luddy School of Informatics, Computing and Engineering (the "Project"); and,

Whereas, Organization desires for IU to keep certain information confidential;

Now, therefore, in consideration for the premises and obligations set forth herein, it is hereby agreed that:

1. Definition

- 1.1. "Confidential Information" shall refer to information that is transmitted or communicated by Organization to the undersigned faculty or staff member during the scope of the Project and clearly identified by Organization as confidential. If Confidential Information is disclosed orally or visually, Organization shall identify such information as confidential at the time of disclosure and then provide a summary of what information is confidential to the undersigned faculty or staff member in writing within ten (10) days of disclosure.

2. Faculty's Obligation

- 2.1. IU agrees to hold Confidential Information in strict confidence for two (2) years after the date of disclosure.
- 2.2. Exceptions: Notwithstanding Section 2.1, the parties agree that IU, specifically, the undersigned faculty or staff member, is permitted to share Confidential Information with students and all IU faculty and staff involved in the Project who have signed a comparable agreement with Organization. Furthermore, notwithstanding Section 2.1, IU shall not be required to maintain as confidential, or be restricted in its use of, any information that:
 - 2.2.1. was in the public domain at the date of disclosure by the Organization;
 - 2.2.2. becomes public knowledge without breach of this Agreement by IU;
 - 2.2.3. IU can show was in its possession prior to disclosure by Organization;
 - 2.2.4. is lawfully acquired by IU from a third party;
 - 2.2.5. was independently developed by IU without the use of, or reference to, Confidential Information;
 - 2.2.6. Organization has indicated in writing no longer needs to be maintained as Confidential Information; or
 - 2.2.7. is required to be disclosed by law.

For the avoidance of doubt, IU faculty and staff shall not be prohibited from disclosing the existence of the Project and/or partnership between the parties. IU faculty and staff are permitted to disclose generic (i.e., non-confidential) information regarding her/his participation in the Project, including non-confidential portions of the materials developed during the Project (either by Faculty or students). Such disclosures may be made by IU faculty or staff for academic and research purposes, including within academic publications, presentations, and discussions relating to future grant opportunities.

3. Return of Confidential Information

- 3.1. When Confidential Information is no longer being used for the Project, IU shall return to Organization or securely destroy all electronic or hard copies of such Confidential Information.

4. Miscellaneous

- 4.1. Amendment: This Agreement shall not be amended, modified, or altered, except in writing, duly accepted and executed by both parties.

IN WITNESS WHEREOF, the parties hereby, or authorized agents thereof, have executed this Agreement, which shall be binding upon them and their respective successors and assigns, as of the day and year first above written.

Signed: _____
Printed: _____
Title: _____

IU Faculty or Staff
Signed: _____
Printed: _____
Approved By:

Donald S. Lukes
Treasurer, Indiana University