



Lamar State College – Orange

TEXAS STATE UNIVERSITY SYSTEM MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (AGREEMENT) is made this _____ between _____ (_____) and _____ (INSTITUTION), a component institution of the Texas State University System, with principal offices in Austin, Texas.

In order to facilitate certain discussions, analyses, and activities related to an existing or potential business transaction (TRANSACTION) between (_____) and INSTITUTION, certain information (INFORMATION), has been and will be disclosed, orally and in writing, to INSTITUTION by (_____) and to (_____) by INSTITUTION. All INFORMATION of any kind disclosed by either (_____) or INSTITUTION regarding the TRANSACTION shall be considered confidential and proprietary, regardless of whether it is marked or designated as such, and shall only be used and/or disclosed as provided in this AGREEMENT. For purposes of this AGREEMENT, with respect to any specific item of INFORMATION, the party disclosing such information shall be referred to as the “Disclosing Party” and the party receiving such information shall be referred to as the “Receiving Party”.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, (_____) and INSTITUTION, intending to be legally bound, agree as follows:

1. Each Receiving Party agrees:
 - a. to hold any INFORMATION furnished to it by a Disclosing Party in the same manner that it holds its own confidential and proprietary information,
 - b. to keep the INFORMATION secret and treat it confidentially,
 - c. except as otherwise provided in this AGREEMENT, not to permit any other person or entity to, directly or indirectly, appropriate, divulge, disclose or otherwise disseminate to any other person or entity, nor use in any manner for such Receiving Party’s or any other person’s or entity’s purposes or benefit, any INFORMATION furnished to it by a Disclosing Party, and
 - d. not to use or aid others in using any INFORMATION in competition with the applicable Disclosing Party, except to the extent that disclosure is required by law; provided, however, that the Receiving Party shall provide the Disclosing Party with notice as far in advance of any required disclosure as is reasonable and practicable in order for the Disclosing Party to obtain an order or other assurance that any information required to be disclosed will be treated as INFORMATION and the Receiving Party shall use all reasonable efforts to cooperate with the Disclosing Party in connection therewith and in furtherance thereof.



Lamar State College – Orange

2. Unless written consent is otherwise granted by the Disclosing Party, the Receiving Party shall restrict its disclosure of any INFORMATION disclosed to it by the Disclosing Party to those employees of the Receiving Party with a need to know such INFORMATION in order to perform services specifically requested by the Receiving Party related to facilitating the discussions, analyses, and activities related to the TRANSACTION; provided that all such employees shall be notified of the confidential and proprietary nature of such INFORMATION and shall agree to treat the INFORMATION in accordance with the requirements of this AGREEMENT.
3. The obligation, imposed upon a Receiving Party herein shall not apply to INFORMATION of a Disclosing Party which
 - a. is already available to the public or becomes available to the public through no wrongful act of the Receiving Party,
 - b. is already in the possession of the Receiving Party and not subject to an existing agreement of confidence between the Disclosing and Receiving Parties,
 - c. is received from a third party without restriction and without the Receiving Party's knowledge that the third party has breached any confidentiality obligations it may have to the Disclosing Party, or
 - d. is independently developed by the Receiving Party.
4. All INFORMATION furnished by the Disclosing Party to the Receiving Party shall be deemed to be loaned to the Receiving Party for use solely in connection with facilitating the discussions and analyses related to the TRANSACTION and shall, upon the written request of the Disclosing Party, either be returned to the Disclosing Party or destroyed by the Receiving Party. In connection with any such request, if so requested by the Disclosing Party in writing, the Receiving Party shall confirm in writing to the Disclosing Party that it has destroyed or returned all copies of the Information disclosed by the Disclosing Party then in its possession.
5. Should the Receiving Party intentionally, negligently, or otherwise release or be the source of the release or disclosure of the INFORMATION to any third party without prior written consent from the Disclosing Party, the Receiving Party shall indemnify the Disclosing Party from any and all losses, claims, damages, attorney's fees, court costs, response and recovery costs (including costs associated with forensic investigations, victim notification, ongoing victim communications, victim fraud alerts and credit monitoring), and other costs, of whatever kind or nature, resulting from such release or disclosure.
6. This Agreement shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by its duly authorized officer, to become effective as of the date last executed below.



Lamar State College – Orange

INSTITUTION

()

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____