

## University of Arkansas at Little Rock

### STANDARD NON-DISCLOSURE AGREEMENT

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This Agreement is effective (\_\_\_\_/\_\_\_\_/\_\_\_\_) between \_\_\_\_\_  
(hereinafter "Recipient") with its principal place of business at this address  
\_\_\_\_\_ and the Board of Trustees of the  
University of Arkansas acting for and on behalf of the University of Arkansas at Little  
Rock (hereinafter "University"), a not-for-profit educational institution formed under the  
laws of the State of Arkansas, with offices at 2801 S. University Ave, Little Rock AR,  
72204.

The parties agree as follows:

#### Article

1. **Confidential Information** is defined as any information, whether written or verbal, of either party hereto, (Disclosing Party) which is disclosed to or observed by the other party (Receiving Party) in connection with or as a result of the evaluation of any possible transaction between the University of Arkansas at Little Rock and \_\_\_\_\_ and which is, at the time of disclosure, marked as being Confidential or Proprietary, or is reasonably identifiable as confidential, proprietary information of the Disclosing Party pertaining to information in the areas of (subject matter): \_\_\_\_\_. Such Confidential Information may include, but is not limited to, business plans, forecasts, content, processes, projections or analysis, software, hardware, product, or system designs, specifications, documentation, code, structure, or protocols. Confidential Information that is disclosed verbally will also be included as proprietary.
2. Unless expressly authorized in writing by the Disclosing Party, the Receiving Party agrees to retain the Confidential Information in confidence and shall not copy or disclose the Confidential Information to or use the Confidential Information for the benefit of any third party. Confidential Information shall only be disclosed to the Receiving Party's employees and, even then, only to the extent that such employees have a specific need to know of the Confidential information, for the evaluation of the proposed transaction. Before receiving any part of the Confidential Information, Receiving Party's employees shall be required to read this Non-disclosure Agreement and, by receiving such Confidential Information, such employee shall acknowledge and agree to abide by the Receiving Party's obligations hereunder.
3. Notwithstanding any other provisions of the Agreement, each party acknowledges that Confidential Information shall not include any information which:
  - a. was known to the Receiving Party prior to the disclosure hereunder;
  - b. was received from a third party not under an obligation of confidence to Receiving Party;
  - c. is in the public domain at the time of disclosure hereunder or subsequently entered in the public domain without the fault of the Receiving Party;

- d. has been independently developed by an employee of the Receiving Party that has not had access directly or indirectly to Confidential Information, and Receiving Party can substantiate any claim of independent development by written evidence; or
  - e. is required to be disclosed by law, provided however that the Receiving Party shall give immediate notice of any such request for disclosure and cooperate with the Disclosing Party in its efforts to obtain a protective order or other protection from the requirement or consequences of disclosure.
- 4. Either party will be relieved of its obligation hereunder it, and to the extent, that Confidential Information is explicitly approved for release by written authorization of the Disclosing Party.
  - 5. Each party shall agree upon the request of the Disclosing Party to return to the Disclosing Party all Confidential Information and supporting documentation provided to the Receiving Party. One copy of such documentation shall be retained by Receiving Party for archival/legal purposes.
  - 6. No license, express or implied, in the Confidential Information is granted to either party other than to use the information in the manner and to the extent authorized by this Agreement. Each Party shall retain the title and full ownership rights to their respective "Confidential Information".
  - 7. This Agreement shall be governed, construed, and interpreted by the laws of the State of Arkansas without reference to its choice of laws principles.
  - 8. This Non-disclosure Agreement is effective on the date specified in the Caption of the Agreement and will remain in effect for a period of five (5) years.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**Recipient**

**University of Arkansas at Little Rock**

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

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

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

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

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

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