

**MTSU Center for Health and Human  
Services**  
**NON-DISCLOSURE AGREEMENT**

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1. This **Non-Disclosure Agreement** is created on [TODAY'S DATE] by and between The Center for Health and Human Services at Middle Tennessee State University (Associate Director – Cynthia Chafin) hereinafter known as “Party A”, and [PARTY B], hereinafter known as “Party B”.

Party A and Party B are hereby known as the “Parties”. Due to the nature of certain projects being performed in the Center for Health and Human Services certain proprietary information may be shared. Therefore, in consideration of the promises and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

2. **A Unilateral Agreement.**

[PARTY B INITIALS] - This Agreement shall be Unilateral; Party A shall have complete ownership of all proprietary and/or confidential information, prohibiting Party B from disclosing said proprietary and/or confidential information to be released by Party A.

3. **Definition of Confidentiality.** In this Agreement, "Confidential Information" refers to any grant applications, abstracts, working files or reports, data or information that is proprietary to the Center for Health and Human Services or any partner/collaborator of the Center for Health and Human Services, including information that has commercial value and is either (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, or (ii) non-technical information relating to Company's products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to Company.
4. **Exclusions.** The Parties obligations under this Agreement do not extend to information that is: (i) publicly known at the time of disclosure or subsequently becomes publicly known

through no fault of Party B; (ii) learned by Party B through legitimate means other than from Party A or Party A's representatives; or (iii) is disclosed by the Party with the other Party's prior written approval.

- 5. Obligations.** The Parties shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the party disclosing the information. The Parties shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. **The Parties shall not, without prior written approval of the Party disclosing confidential information, use for the Party's own benefit, publish, copy, use in professional or classroom settings for presentations, posters, or other purposes, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Party disclosing any Confidential Information. The Parties shall return any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if either Party requests it in writing.**
- 6. Term.** The provisions of this Agreement shall survive termination of this Agreement and the Parties duties to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until the Parties sends a written notice releasing the other Party from this Agreement, whichever occurs first.
- 7. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
- 8. Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.
- 9. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- 10. Governing Law.** This Agreement shall be governed under the laws in the State of Tennessee.
- 11. Return of Confidential Information.** Party B shall immediately return and redeliver to the Center for Health and Human Services all tangible or electronic material embodying any confidential information provided, including individually identifiable client data, notes,

summaries, memoranda, drawings, manuals, records upon request of the Center for Health and Human Services.

**PARTY A**

**PARTY B**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Printed Name: Cynthia Chafin

Printed Name: [PRINTED NAME]

Title: Associate Director – Center for Health and Human Services

Title: [TITLE]

Date: [SIGNING DATE]

Date: [SIGNING DATE]