

**NON-DISCLOSURE AGREEMENT**  
(University Disclosing)

This non-disclosure agreement (“Agreement”) is between The University of Texas at San Antonio (“University”), an agency of the State of Texas and an member institution of The University of Texas System (“System”) having a business address at One UTSA Circle, San Antonio, Texas 78249, and the person signing on page three of this Agreement (“Individual”).

**RECITALS**

A. Individual wishes to receive certain confidential and proprietary information (hereinafter collectively “Confidential Information”) pertaining cybersecurity in manufacturing, cybersecurity protection, energy-efficient manufacturing processes, and related areas relevant to the Cybersecurity Manufacturing Innovation Institute. 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. Individual wishes to receive the Confidential Information for the sole purpose of discussing information pertaining to the Cybersecurity Manufacturing Innovation Institute and its mission (the “Purpose”).

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

**TERMS AND CONDITIONS**

Therefore, University and Individual agree, as follows:

1. That the disclosure of Confidential Information by University is in strictest confidence and thus Individual will:
  - a. Not disclose to any other person the Confidential Information;
  - b. Use at least the same degree of care to maintain the Confidential Information confidential as the Individual uses in maintaining as confidential its own confidential information, but always at least a reasonable degree of care;
  - c. Use the Confidential Information only for the above Purpose;
  - d. Restrict disclosure of the Confidential Information solely to those employees of Individual having a need to know such Confidential Information in order to accomplish the Purpose stated above;

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

f. 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 Confidential Information, or confirm to University, in writing, the destruction of such materials, provided however, that Individual may retain one copy of the Confidential Information in a secure manner solely for the purpose of monitoring compliance with this Agreement.

2. This Agreement imposes no obligation on Individual with respect to any portion of the Confidential Information received from University which (a) was known to the Individual prior to disclosure by University; (b) is lawfully obtained by the Individual from a third party under no obligation of confidentiality; (c) is or becomes generally known or publicly available other than by unauthorized disclosure; (d) is independently developed by the Individual; (e) is generally disclosed by University to a third party without a duty of confidentiality on the third party; or (f) is required by law, court order, or regulation to be disclosed.

In the event that information is required by law, court order, or regulation to be disclosed, the Individual shall notify the University to allow University to assert whatever exclusions or exemptions may be available to it under such law, court order, or regulation.

3. The Confidential Information shall remain the sole property of University.

4. UNIVERSITY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY CONFIDENTIAL 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 CONFIDENTIAL 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 CONFIDENTIAL INFORMATION BY THE INDIVIDUAL.

5. In the event of a breach or threatened breach or intended breach of this Agreement by Individual, University, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

6. It is understood that both parties are subject to U.S. laws and regulations controlling the export of certain items, commodities, defense articles, confidential information, proprietary technical data, or source code, collectively hereafter referred to as "Items." Each party is obligated to comply with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). Prior to providing any Items which are subject to U.S. export laws and regulations, and prior to furnishing any Items where oral instruction or inspection may disclose technical data subject to such export controls, the disclosing party shall notify receiving party's export control officer in writing of the Items and applicable export controls. Receiving party shall have the right to decline or limit the receipt of such Items, and any task requiring receipt of such Items. The transfer of Items may require a license from the cognizant agency of the U.S. government. The parties agree to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement.

7. The validity, construction, and performance of this Agreement are governed by the laws of the State of Texas and suit may be brought in Texas to enforce the terms of this Agreement.

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

9. This Agreement is binding upon University and Individual, and upon the directors, officers, employees and agents of each. This Agreement is effective as of 1/1/2022 and will continue for a period of one (1) year, unless terminated on thirty (30) days written notice by either party. However, Individual's obligations of confidentiality and restrictions on use of the Confidential Information disclosed by University shall survive termination of this Agreement for an additional period of three (3) years.

University and Individual do hereby accept and are duly bound to uphold the terms of this Agreement upon signature below by their respective authorized representatives.

**THE UNIVERSITY OF TEXAS AT  
SAN ANTONIO**

**INDIVIDUAL**

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

Jessica C. Fernandez  
Sr. Director for Contracts and  
Industry Agreements

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

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

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

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