

BOISE STATE UNIVERSITY TECHNOLOGY AND ENTREPRENEURIAL CENTER

NONDISCLOSURE AGREEMENT

The guiding principle for the Nondisclosure Agreement applicable to the Boise State University Technology and Entrepreneurial Center (“**TECenter**”) is to avoid any conflict of interest and to set rules for confidentiality for the TECenter.

The TECenter will ask all TECenter employees, faculty, students, clients, tenants, service providers and advisors, (“**Members**”) to sign this document and will not distribute any information or data concerning any TECenter client to any member of the TECenter before they have signed this agreement.

1) **Definitions.**

The following terms are defined as:

- a. **TECenter:** 5465 East Terra Linda Way, Nampa, Idaho 83687
- b. **Confidential Information:** Any information or data as provided directly or indirectly by the TECenter clients to the TECenter or any Member of the TECenter.

2) **Obligations.** The TECenter member agrees:

- (a) to hold the Confidential Information in strict confidence;
- (b) not to disclose such Confidential Information to any third party except as specifically authorized herein or as specifically authorized by the TECenter Client in writing;
- (c) to use all reasonable precautions, consistent with the TECenter’s treatment of its own confidential information of a similar nature, to prevent the unauthorized disclosure of the TECenter Client’s Confidential Information, and
- (d) not to use any Confidential Information for any other purpose other than the purpose as reflected by the services agreement between the parties, and
- (e) not to use the Confidential Information for other personal gain.

3) **Confidentiality.** The TECenter will keep confidential any information provided to any staff member because of their relation with TECenter clients. Information may not be disclosed to any other person without explicit written approval of the TECenter client, except to the extent that the same:

- (a) can be shown by written evidence to have been known by the TECenter member prior to its receipt from the disclosing TECenter client(s);
- (b) is or becomes generally known to the public domain, through no fault of the receiving TECenter staff member; or
- (c) is disclosed to the receiving TECenter staff member by a third Party not under any obligation to secrecy to the disclosing TECenter client concerning the same and having a bona fide right to do so; or

- (d) is developed by the receiving TECenter staff member independently of any information received from the disclosing TECenter client.
- (e) is required to be disclosed by applicable law or legal process, provided that TECenter promptly notifies the TECenter Client of such request so that the TECenter Client may resist such disclosure or seek an appropriate protective order.

4) **Permitted Disclosures.** A TECenter member may disclose the TECenter Client's Confidential Information to responsible employees, service providers and advisors with a bona fide need to know such Confidential Information, but only to the extent necessary to carry out the TECenter Client's business purpose and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this document are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

5) **Copies and Abstracts.** To the extent necessary to carry out the business purpose of the Services Agreement, the TECenter may make copies or abstracts of the Confidential Information provided that all such copies and abstracts are themselves marked as confidential.

6) **Return of Confidential Information.** Upon written request of the TECenter Client, the TECenter will promptly return to the client all copies of the Confidential Information, will destroy all notes, abstracts, and other documents that contain Confidential Information, and will provide to the disclosing party a written certification of an officer of the receiving party that it has done so. This does not apply to the Confidential Information that needs to be kept by the TECenter to comply with the filing requirements of the TECenter. If the TECenter is not allowed to store these files at the offices of the TECenter, the TECenter will guarantee that these files will be stored in a storage room accessible to the TECenter for five (5) years.

7) **No Implied Licenses.** Nothing in this document will be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information, except as specifically agreed to in writing.

8) **Injunctive Relief.** The TECenter acknowledges that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm to clients. Accordingly, each party agrees that that other party will have the right to obtain an immediate injunction against any breach or threatened breach of the obligations arising from this document, as well as the right to pursue any and all rights and remedies available at law or in equity for such a breach.

9) **Term of Agreement.** This document applies to all Confidential Information that is disclosed by the TECenter Client either during the commitment or after the termination of the client's activities.

10) **Applicable Law.** This document will be construed, interpreted, and applied in accordance with the laws of the State of Idaho. All disputes arising in connection with this document will be exclusively submitted to the competent court in the controlling jurisdiction.

11) **Ethical Behavior.** The TECenter will adhere to the highest standards of ethical behavior.

12) This document is not intended to limit any rights that the TECenter Client may have under trade secret, copyright, patent, or other laws that may apply to the subject matter of this Agreement both during and after the term of this Agreement.

Name: _____

Company: _____

Date: _____

Signature: _____