

NON-DISCLOSURE AGREEMENT

WHEREAS, _____ a corporation with its principal place of business at _____ (hereinafter referred to as _____), and the Board of Regents of the University System of Georgia on behalf of the Augusta University, a public university with its principal place of business in Augusta, Georgia wish to exchange confidential information while obtaining assurances that this information will be kept confidential by the other party; and,

WHEREAS, unauthorized disclosure of any confidential information to any person or entity will cause irreparable harm to the parties;

NOW, THEREFORE, the parties agree as follows:

1. Confidential Information means any information not generally known to the public, whether recorded or conveyed in written, graphic, oral or physical form, including but not limited to scientific knowledge, know-how, processes, inventions, techniques, formulae, products, business operations, customer requirements, data, original copyrighted or copyrightable works, plans or other records, biological materials, and/or software.
2. Confidential Information does not include information which a party can demonstrate and document that:
 - (a) was in his or her knowledge or possession prior to receiving the information from the other party; or,
 - (b) was public knowledge or has become public knowledge through no fault of the party claiming that the information is not Confidential Information; or,
 - (c) was independently developed without reference to the Confidential Information; or,
 - (d) came into his or her possession through a third party who was not obligated to keep the information confidential.
3. The parties shall:
 - (a) not disclose any Confidential Information obtained from the other party to any person or entity without the prior written permission of the other party; and,
 - (b) not take, copy, or retain any Confidential Information in any written, electronic, or physical form whatsoever without the written permission of the other party; and,
 - (c) return any Confidential Information in any written, electronic, or physical form whatsoever in his or her possession, or to delete forever any Confidential Information that he or she may have stored on a computer or other device, at the request of the other party, except that each party may keep one copy in its

