

EARLHAM NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement (“Agreement”) is made by and between Earlham at 801 National Road West, Richmond, Indiana 47374 (“Owner”) and _____ (“Recipient”) of _____ (Recipient address).

1. **Confidential Information.** Owner proposes to disclose certain of its confidential and proprietary information (the “Confidential Information”) to Recipient. Confidential Information should include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally in writing, or by any other media, to Recipient by Owner. Confidential Information disclosed orally shall be identified as such within ten (10) days of disclosure. Nothing herein shall require Owner to disclose any of its information.
2. **Recipient’s Obligations.**
 - A. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and shall disclose it only to its officers, directors, or employees with specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner.
 - B. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request.
 - C. Signer of this document affirms that he/she has full authority to undertake this agreement for his/her company that is represented herein.
3. **Term.** This Agreement will cover all disclosures of Confidential Information made by Owner to Recipient during the period that ends one year after the Effective Date of this Agreement. Recipient’s obligations under this agreement with respect to Confidential Information disclosed to Recipient will continue in effect until three years after the Effective Date.
4. **Other Information.** Recipient **shall have no obligation** under this Agreement to Confidential Information which:
 - A. Is or becomes publicly available without breach of the Agreement by Recipient;
 - B. Is rightfully received by Recipient without obligations of confidentiality; or
 - C. Is developed by Recipient (or its agents, contractors, and employees) without breach of this Agreement.

These exceptions provide, however, that such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Owner along with the asserted grounds for disclosure.

5. General Conditions:

- A. No License. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.
- B. No Publicity. Recipient agrees not to disclose its participation in this undertaking, the existence of terms and conditions of the Agreement, or the fact that discussions are being held with Owner without the express consent from Owner.
- C. Governing Law and Equitable Relief. This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Indiana.
- D. No assignment. Recipient may not assign this Agreement or any interest herein without Owner's express prior written consent.
- E. Severability. If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- F. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Owner: Earlham College

Recipient: _____

(Signature of Authorized Official)

(Signature of Authorized Official)

(Name of Authorized Official)

(Name of Authorized Official)

(Title of Authorized Official)

(Title of Authorized Official)

(Date)

(Date)