

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") entered into by and between the University of Maryland, the Regents of the University of Michigan, The Board of Regents of the University of Nebraska, by and on behalf of the University of Nebraska-Lincoln, Northwestern University, The Ohio State University, The Pennsylvania State University, Rutgers The State University of New Jersey, and The Board of Regents of the University of Wisconsin on behalf of the University of Wisconsin-Madison (each a "Member University", and collectively "Member Universities"), each also a "party", collectively "the parties")

WHEREAS the Big Ten Academic Alliance ("Consortium"), an Illinois nonprofit corporation headquartered in Champaign, IL, is an academic consortium of the universities listed in the appendix to this Agreement; and

for University's consideration of whether to purchase products

WHEREAS, each Member University agrees to share its Assessment of the products and services with

business plans, financial reports, trade secrets, know-how, projections, diagrams, electronic files, research data, computer source codes, technical and scientific information, draft publications, inventions, patent applications, biological materials, discussions related to the Purpose, the existence of the parties relationship, or any other information that a person would reasonably expect to be confidential that is disclosed to any Member University by any Vendor prior to or following the Effective Date.

Confidential Information does not include information that:

- a. was in the public domain as of the Effective Date or comes into the public domain during the Term of this Agreement through no fault of any Member University

- d. Upon the expiration or termination of this Agreement, Member University will destroy the Assessment and the Confidential Information contained therein in accordance with its data retention requirements.
 - e. It will accept the Assessment and Confidential Information contained therein "AS IS" and release the initial sharing Member University and the Vendor from any liability in relation to the Assessment and the Confidential Information contained therein
 - f. It will be responsible for any unauthorized disclosure of the Assessment and the Confidential Information contained therein while under the Member Universities' possession and control.
5. Use Each Member University agrees:
- a. It shall not use or disclose Confidential Information in any way other than as provided herein without the prior written consent of the applicable Vendor

determined to be invalid, unlawful, or unenforceable, the remainder shall be unaffected and shall continue to be valid and enforceable to the fullest extent permitted by law.

12. Governing Law This Agreement is governed by the laws of the State of ~~the~~ where the Member University performing the Assessment is located without regard to

Date: _____

Date: _____

BIG TEN ACADEMIC ALLIANCE

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX

MEMBER AND AFFILIATED INSTITUTIONS

MEMBERS:

University of Illinois
Indiana University
University of Iowa
University of Maryland
University of Michigan
Michigan State University
University of Minnesota
University of Nebraska–Lincoln
Northwestern University
University of Wisconsin–Madison
Ohio State University
Pennsylvania State University
Purdue University
Rutgers University–New Brunswick

AFFILIATED INSTITUTIONS:

University of Chicago