This Agreement is entered into as of the date above between the above named organization and the UNIVERSITY OF CINCINNATI (University), a state institution of higher education organized under Section 3361 of the Ohio Revised Code, having a principal place of business located at 2600 Clifton Ave, Cincinnati, Ohio, 45221.

The above named organization provides services as a vendor of the university. During the course of that service, the organization may encounter certain confidential and proprietary information. In consideration of the obligations herein and other valuable consideration, the organization agrees as follows:

1. Confidentiality. The organization acknowledges that they may be provided or come into contact with information that is confidential and/or proprietary information of the university. The confidential information of the university shall be referred to as "University Confidential Information" or "Confidential Information". In recognition of the foregoing, organization covenants and agrees:
   
   (a) They will maintain Confidential Information in confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure;
   
   (b) They will not directly or indirectly disclose any Confidential Information to any unauthorized person, except with the university's prior written consent or as otherwise provided herein;
   
   (c) They will not make use of any Confidential Information for their own purposes or the benefit of anyone or any other entity;
   
   (d) That upon completion of the engagement with university, they will destroy all memoranda, notes, records, reports, media and other documents and materials (and all copies thereof) regarding or including any Confidential Information which the organization may then possess or have under their control; and
   
   (e) That they will take no action with respect to Confidential Information that is inconsistent with the confidential and proprietary nature of such information.

2. Confidential Information. For purposes of this Agreement, University Confidential Information shall mean any and all information identified in writing by the university as "Confidential" and/or "Proprietary", including:
   
   (a) All business information of university
   
   (b) Information relating to university’s planned or existing computer systems and systems architecture, including computer hardware, computer software, source code, object code, documentation, methods of processing and operational methods;
   
   (c) Course material, university lists, new business initiatives and financial information;
   
   (d) Information that describes university insurance and financial products, including actuarial calculations, product designs, and how such products are administered and managed;
   
   (e) Information that describes university product strategies, tax interpretations, tax positions and treatment of any item;
   
   (f) Confidential information of third parties with which university conducts business; and
   
   (g) Information contained in any university Request for Information, Request for Proposal or follow-up information in connection thereto.
3. **Remedies.** The organization acknowledges that the disclosure of Confidential Information may cause irreparable injury to the university and or to individuals. The university may, therefore, be entitled to injunctive relief upon a disclosure or threatened disclosure of any Confidential Information, without a posting of a bond by the university. Without limitation of the foregoing, the organization shall advise the university immediately in the event that they learn or have reason to believe that the confidentiality of any Confidential Information has been violated. This provision shall not in any way limit such other remedies as may be available to either party at law or in equity.

4. **General.** The failure of the university to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the university's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any term or provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall be valid and enforced to the fullest extent permitted by law. This Agreement and performance hereunder shall be governed by the law of the State of Ohio. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except pursuant to a written agreement signed by the parties hereto. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

**ACKNOWLEDGED AND AGREED:**

Organization Acceptance and Agreement:

SIGNED: ___________________________________ (Authorized Signature)

NAME: ___________________________________

TITLE: ___________________________________

DATE: ___________________________________ (Effective Date)

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Below is for university purposes only:

SIGNED: ___________________________________ (Authorized Signature)

NAME: ___________________________________

TITLE: ___________________________________

DATE: ___________________________________