

Nondisclosure Agreement

This Agreement is effective as of the date of the last signature to this agreement (“Effective Date”) and is by and between Wind Hazard and Infrastructure Performance Center (WHIP-C) and [insert company name and address] (“Company”); (Company and WHIP-C each a “Party” and together the “Parties”).

WHEREAS, the Center has developed information and/or intellectual property relating to the NSF Center on Wind Hazard and Infrastructure Performance (WHIP), Industry University Cooperative Research Center (IUCRC); and

WHEREAS, Information will be presented at the WHIP Industry Advisory Board meeting on March 26, 2020; and

WHEREAS, Company and its representative, _____, are being provided a visitor pass for this meeting for the purpose of considering membership in WHIP Center.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. “Confidential Information” shall mean any and all information, know-how or data disclosed or provided by WHIP-C to Company about the research activities of the IUCRC, whether disclosed or provided in oral, written, graphic, photographic, electronic or any other form except for information:
 - a. That is or becomes generally known or available to the public without breach of this Agreement;
 - b. That is known to Company at the time disclosure, as evidenced by written records of Company;
 - c. That is independently developed by Company, as evidenced by written records of Company; or
 - d. That is disclosed to Company in good faith by a third party who has an independent right to such subject matter and information.
2. Should Company be required by law to disclose Confidential Information, Company shall immediately inform WHIP Center Director in writing and cooperate with WHIP-C in responding to such requirement in a manner that maintains the confidentiality of Confidential Information to the maximum extent possible.
3. Company shall hold in confidence and not disclose any and all Confidential Information to any third party and shall use Confidential Information solely for the Purpose of Disclosure. Company shall have the right to disclose Confidential Information to employees or agents of its organization (“Representatives”) provided that Company causes such Representatives to be bound to the terms of this Agreement.
4. Unless otherwise specified in writing, all Confidential Information remains WHIP-C’s property. Upon request of WHIP-C, Company shall return or destroy all Confidential Information received from WHIP-C, except for one copy, which Company may keep solely to monitor its obligations under this Agreement.

Nondisclosure Agreement

- 5. All Confidential Information shall be held confidential by Company for three (3) years after such information is disclosed to Company.

- 6. Nothing contained in this Agreement shall be construed as an obligation to enter into any further agreement concerning the Project or Confidential Information, or as a grant of a license to the Confidential Information or to any patent or patent application existing now or in the future.

- 7. Company shall have no right to use WHIP-C's name, trademarks or trade names in any communications, including website content, without WHIP-C's prior written consent.

- 8. This Agreement shall be the entire understanding between the Parties with respect to the subject matter hereto and shall supersede all prior written or non-written agreements.

- 9. Facsimile or pdf copies will be accepted by both parties as originals.

IN WITNESS WHEREOF, the Parties here to have caused this Agreement to be executed by their respective authorized representatives.

Wind Hazard and Infrastructure Performance Center

By: Kishor C Mehta

Name: Kishor C. Mehta Date: March 5, 2020

Title: WHIP Center Director

Company – Authorized Company Official:

By: _____/_____/_____

Name: _____ Date: _____

Title: _____