

## **Non-Disclosure Agreement**

This Non-Disclosure Agreement ("Agreement") is by and between The College of New Jersey ("TCNJ"), and all competitors in TCNJ's 2016 Mayo Business Plan Competition (hereinafter, collectively, "Competitors") and \_\_\_\_\_ (hereinafter, "Mentor") (each a "Party" and collectively, the "Parties") and is effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

### **WITNESSETH:**

WHEREAS, TCNJ is conducting the Mayo Business Plan Competition (hereinafter the "Competition"); and

WHEREAS, pursuant to the Competition, the Competitors, who will consist of teams of TCNJ students, will present business plans, audiovisual presentations relating to the plans, and other associated materials (hereinafter and collectively, the "Competitors' Materials") to a number of judges who will evaluate the plans, determine the winners, and provide feedback to the Competition participants; and

WHEREAS, the Competitors' Materials may include information regarding skills, methods, techniques, processes and other items that are confidential, proprietary and potentially protectable as common law trade secrets and/or that are the subject of potential applications for letters patent under the laws of the United States and other jurisdictions; and

WHEREAS, the involvement of experienced and accomplished business professionals, such as Mentor, as mentors and/or judges would greatly benefit the Competition, TCNJ and the Competition's participants; and

WHEREAS, the unprotected disclosure of the Competitors' Materials in connection with the Competition could potentially jeopardize the confidential, proprietary and trade secret status of the Competitor's Materials, and/or patent rights in and to the Competitors' Materials; and

WHEREAS, the parties desire that Mentor will serve as a mentor and/or a judge in the Competition while at the same time protecting the value of the Competitors' Materials, pursuant to the terms of this Non-Disclosure Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. The confidential information to be disclosed under this Agreement ("Confidential Information") can be described as and includes:

Technical and business information provided or furnished by Competitors to Mentor in connection with the Competition, relating to proprietary ideas, patentable ideas and/or trade secrets, existing

and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, which is (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure. The parties specifically agree and understand that all Competitors' Materials constitute Confidential Information.

2. Mentor shall use the Confidential Information only for the purpose of acting in Mentor's role as a mentor and/or a judge for the Competition.

3. Mentor shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without prior written consent. Mentor shall not remove any copyright, confidential, proprietary rights or intellectual property notices attached to or included in any Confidential Information furnished by Competitors, and Mentor shall reproduce all such notices on any copies.

4. This Agreement imposes no obligation upon Mentor or TCNJ with respect to any Confidential Information (a) that was possessed before receipt; (b) is or becomes a matter of public knowledge through no fault of Mentor or TCNJ; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the Competitors; or (e) is independently developed.

5. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Mentor any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. This Agreement does not create a joint venture, agency, partnership or other business arrangement. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

6. No Party has an obligation under this Agreement to purchase any service, goods, or intangibles from any other Party. Furthermore, the Parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind any other Party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

7. Each party recognizes that the other parties may be engaged in the development of products or services that may be competitive with those of the other parties. Nothing in this Agreement shall be construed to prohibit a party from engaging in the research, development, marketing, sale or licensing of any product independently developed and produced without the use of the other parties' Confidential Information.

8. There is no representation that any Confidential Information or other information supplied in connection with this Agreement is either accurate or complete.

9. Competitors warrant that they have the right or license to make the disclosures contemplated by this Agreement.

10. If there is a breach or threatened breach of any provision of this Agreement by Mentor, it is agreed and understood that Competitors shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. In any action to enforce this Agreement, the prevailing party shall be entitled to recover, in addition to all other relief, its reasonable attorney's fees, costs and expenses incurred in such action.

11. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of all parties. This Agreement is made under and shall be construed according to the laws of the State of New Jersey, U.S.A, excepting conflict of law principles. In the event that this agreement is breached, any and all disputes must be adjudicated in the federal or state courts sitting in Trenton, New Jersey.

12. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole. Mentor's obligations to maintain the confidentiality of the Confidential Information shall expire two (2) years after the date of this Agreement, provided that any obligations hereunder relating to trade secret material shall continue indefinitely.

13. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement. A facsimile or .pdf copy of this Agreement (or any counterpart hereof) shall be deemed to be an original.

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**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

The College of New Jersey

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

[Mentor]

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

[Competitors' signatures on separately signed counterparts, for the purpose of preserving contest anonymity and integrity]

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