



THE TEXAS A&M UNIVERSITY SYSTEM

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into by and between the Member(s) of the Texas A&M University System (“System”) hereinafter listed and the non-system Party or Parties hereinafter listed, together the “Parties,” to assure the protection and preservation of confidential information anticipated to be disclosed to each other for the purpose identified below:

1. PARTIES AND PRIMARY CONTACTS:

a) System Party

<i>Party and Notice Contact:</i>	<i>Individual(s) exchanging Confidential Information:</i>
Member:	For Member:
Name: TAMHSC College of Medicine	Name: Rural & Community Health Institute
Attn: Nancy W. Dickey, MD	Address: same
Address: 2700 Earl Rudder Frwy. S. Suite 3000, College Station, TX 77845	Phone: (979) 436-0390
Phone: (979) 436-0390	Email: dickey@tamhsc.edu

System Party includes the Office of Technology Commercialization (“OTC”). According to System Policies 17.01.3 and .4, OTC is responsible for administering System rights and obligations relating to technology transfer including evaluating commercial potential, determining inventorship, obtaining necessary legal protection, and licensure. OTC also advises creator(s) of intellectual property and System members on the process and best practices of protecting and commercializing intellectual property. OTC may be called in as required to assist with issues relating to this Agreement and is therefore included herein as a System Party.

b) Non-System Party

<i>Party and Notice Contact:</i>	<i>Individual(s) exchanging Confidential Information:</i>
Name: Williamson County EMS, Community Paramedicine Program and HealthCareLink	Name:
Attn: Michelle Covarrubias	Address:
Address:	Phone:
Phone: (512) 943-3741	Email: Michelle.covarrubias@wilco.org

c) Non-System Party

<i>Party and Notice Contact:</i>	<i>Individual(s) exchanging Confidential Information:</i>
Name:	Name:
Attn:	Address:
Address:	Phone:
Phone:	Email:

2. PURPOSE AND SPECIFICS: In consideration for making confidential and/or proprietary trade and business information (“Confidential Information”) available to the other Party, the Parties hereby agree to the terms set out herein including the following summary set out for purposes of convenience:

<i>Purpose:</i>	<u>Demonstration of Montgomery County Health District Navigation Tool</u>
<i>Effective Date:</i>	3/4/2016

Term of Information Exchange: 3/4/2016

Confidentiality Period: Permanently Proprietary

3. CONFIDENTIAL INFORMATION: Subject to the limitations set forth in Article 4, all non-public information exchanged between the Parties shall be deemed to be Confidential Information. In order for the Parties to appreciate when non-public information is being conveyed, to the reasonable extent possible, information disclosed in tangible form shall be clearly identified at the time of disclosure as being Confidential Information by an appropriate and conspicuous marking. Similarly, to the reasonable extent possible, information disclosed in intangible form (e.g., oral or visual) shall be identified as being Confidential Information at the time of disclosure, and shall be confirmed as such in writing to the Receiving Party within thirty (30) days after such disclosure.

Confidential Information shall include as examples, without limitation:

- a) All information of a Disclosing Party which has been maintained as confidential, including draft publications, technical reports, research plans and results, processes, techniques, know-how, biological materials, computer source code, diagrams, electronic files, trade secrets, invention disclosures, patent applications or test data;
- b) all existing and future plans of the Disclosing Party, which have been maintained as confidential, including plans relating to existing and planned products, research, development, engineering, manufacturing, marketing, servicing, or financing;
- c) all past, present and future business or commercial relationships of the Disclosing Party, which have been maintained as confidential, including suppliers, service providers, clients, customers, employees, or investors; or
- d) information that has generally been considered and treated by the Disclosing Party as confidential prior to the time of disclosure and is clearly identified as "Confidential" or "Proprietary" when disclosed to the other Party.

4. EXCLUSIONS FROM CONFIDENTIAL INFORMATION: Confidential Information shall not be deemed to include information that the Receiving Party can demonstrate by competent written proof:

- a) is now, or hereafter becomes, publicly known or available through no act or failure to act on the part of the Receiving Party;
- b) was known by the Receiving Party at the time of receipt of such information as evidenced by its records;
- c) is hereafter furnished to the Receiving Party by a third party as a matter of right and without violating any confidentiality obligation to the Disclosing Party; or
- d) was independently developed by employees of the Receiving Party without use or knowledge of the Confidential Information of the Disclosing Party.

5. USE OF CONFIDENTIAL INFORMATION: Each Party agrees that it will use the Confidential Information of the other solely for the Purpose and for no other purpose whatsoever. In particular, unless set out in the Purpose, the Receiving Party shall not: 1) file any patent application containing any claim to subject matter derived in whole or in part from the Disclosing Party's Confidential Information, 2) use the Disclosing Party's Confidential Information to initiate any program or process or generate any product, whether for research or commercial purposes, or 3) reverse engineer or disassemble any of the Confidential Information. The Confidential Information, including any documents, drawings, sketches, designs, materials or samples supplied hereunder, shall remain the property of the Party disclosing the

same and no rights or licenses are granted to the other Party in the same, whether patented or not, except the limited right to use the Confidential Information as set forth in the Purpose.

Any use of Confidential Information during the Confidentiality Period for any reason outside of the Purpose shall be considered a breach of this Agreement and subject to the remedies set out herein. before such time as its confidentiality status is lost through public disclosure

6. **CONFIDENTIAL OBLIGATIONS:** The Parties agrees to exert reasonable efforts to maintain each other's Confidential Information in confidence and to take all necessary and reasonable precautions to prevent its unauthorized disclosure and to ensure it does not fall into the public domain or the possession of unauthorized third parties. Each Party shall restrict access to the Confidential Information of the other Party to those officers, employees, consultants, agents, and students (in the case of Member) of the Receiving Party having a need to know the Confidential Information to fulfill the Purpose, provided that, each Party shall ensure that any individual having access to the Confidential Information is made expressly aware of the obligation of confidence according to the terms hereof prior to gaining access to the Confidential Information. To the extent that a Party perceives a need for disclosure of the Confidential Information it receives from the other Party to any third party, such third party shall be prospectively identified and written permission to disclose shall be obtained. A written non-disclosure agreement shall be obtained from the third party contractor and a copy shall be promptly provided to the Party whose Confidential Information is being disclosed.
7. **REQUIRED DISCLOSURE:** If a Receiving Party is legally required by court order, law, or other governmental regulation or authority to disclose certain Confidential Information received from a Disclosing Party, such disclosure may be made only after giving written notice to the Disclosing Party and providing a reasonable opportunity for pursuit of appropriate process to prevent or limit such disclosure. In any event, required disclosure shall be limited to only that portion of the Confidential Information which is legally required to be disclosed. The Receiving Party is not however, required to pursue any claim, defense, cause of action, or legal process or proceeding on the Disclosing Party's behalf.
8. **RETURN OF DOCUMENTS:** It is understood that the Confidential Information disclosed by each Party shall remain the property of the Disclosing Party. All material or documents furnished by the Disclosing Party, including all copies, shall upon request of the Disclosing Party, or in any event at the termination of this Agreement, be promptly returned to the Disclosing Party or destroyed, except that the Receiving Party may securely retain one copy in its files solely for record purposes of its obligations under this Agreement.
9. **PUBLICITY:** The Parties agree that the name of the Member or of The Texas A&M University System will not be used in any advertising, sales promotion, or other publicity matter without the prior written approval of the Member and/or The Texas A&M University System, respectively.
10. **INJUNCTION:** The Parties agree that, in the event of breach or threatened breach or intended breach of the Agreement, each Party, in addition to any other rights and remedies available to it at law or in equity, may seek injunctive or equitable relief.
11. **DISCLAIMER OF WARRANTIES:** The Parties make no warranty whatsoever regarding the Confidential Information. Neither Party makes any representations or warranties, written or oral, express or implied, as to Confidential Information, including without limitation, any warranty of merchantability or of fitness for a particular purpose.
12. **TERM:** This Agreement shall continue in full force and effect for the duration set out in Article 2. This

Agreement may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. The confidentiality and non-use obligations of each Party with respect to Confidential Information disclosed under this Agreement shall remain in effect for the Confidentiality Term set out in Article 2 and will survive the termination of this Agreement.

- 13. NOTIFICATIONS:** The Parties shall promptly advise each other in writing of any known misappropriation or misuse by any person of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse. Any notices required or permitted hereunder shall be given to the appropriate Party at the address specified in Article 1 or at such other address as the Party shall specify in writing. Such notice shall be deemed given upon the personal delivery, or three (3) days after the date of mailing when sent by certified or registered mail, postage prepaid.
- 14. GOVERNING LAW:** This Agreement shall be interpreted and enforced by the laws of the State of Texas. Venue for any claim arising under this Agreement shall be as provided by Texas State law.
- 15. MISCELLANEOUS:**
- a) State Agency: Member is an agency of the State of Texas and nothing in this Agreement waives or relinquishes Member's right to claim any exemptions, privileges, and immunities as may be provided by law.
 - b) No Future Commitments: No agency, partnership, joint venture or exclusive relationship is created by this Agreement and each Party is free to pursue other opportunities such as those contemplated under the Agreement. No further obligations are created under this Agreement except those stated herein.
 - c) Export Control: The Parties agree to comply with U.S. export control regulations. If a Party desires to disclose to another Party hereto, whether directly or indirectly, any information, technology or data that is identified on any U.S. export control list, including the Commerce Control List of 15 C.F.R. Part 774 and the U.S. Munitions List of 22 C.F.R. 121, the Disclosing Party will advise the Receiving Party at the time of disclosure and the Receiving Party will advise the Disclosing Party if it desires to take receipt of the export-controlled materials. No information subject to export controls may be provided to another party hereto without the written consent of the Receiving Party's Notice Contact identified in Article 1.
 - d) Assignment: The Parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. Neither Party shall assign or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.
 - e) Severability: A failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions or portions thereof.
 - f) Entire Agreement: This Agreement sets forth the entire agreement of the Parties relating to confidentiality of the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings relating to the confidentiality of the subject matter of this Agreement. With the exception of any System Party Addendum added hereto, which shall require the assent of the added Party without required signatures of existing Parties, this Agreement may not be amended or superseded except by a written agreement signed by an authorized representative of each Party.
 - g) Authority and Counterparts: The person executing this Agreement on behalf of a Party warrants that such person has full authorization to execute this Agreement. Execution counterparts to this

Agreement will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date written below:

Signed: Nancy W. Dickey MD
Name: Nancy W. Dickey, MD
Title: Executive Director
Date: 3/3/2016

Signed: _____
Name: Annie Burwell, LSCW
Title: Director of MOT and HCL
Date: _____

Signed: _____
Name: Kenny Schnell, BA, LPC
Title: Director of EMS
Date: _____