

**PRINT COLLATERAL RFP  
NON-DISCLOSURE AGREEMENT**

This **Agreement** (“AGREEMENT”), entered into as of \_\_\_\_\_ (“EFFECTIVE DATE”), is between the **University of Maine System by and through the University of Maine**, hereinafter referred to as “UMS”, with its principal place of business at 5703 Alumni Hall, Orono, Maine 04469; and \_\_\_\_\_, hereinafter referred to as “RECIPIENT”, with its principal place of business at \_\_\_\_\_. UMS and RECIPIENT shall be collectively referred to as “THE PARTIES” and each shall be singularly referred to as the “PARTY” or both the “PARTIES”.

**WHEREAS**, UMS, in connection with the Print Collateral for University of Maine Request for Proposal #2019-057, “PRINT RFP”, will provide RECIPIENT with access to confidential and proprietary information under the terms and conditions of this Agreement.

**NOW THEREFORE**, In consideration of the above and the promises recited herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, UMS hereto agrees to disclose and RECIPIENT hereto agrees to receive information as applicable in a manner consistent with the following provisions:

1. **Confidentiality & Proprietary Information**: the PARTIES anticipate that confidential proprietary information may be disclosed and received during the term of this AGREEMENT. “PROPRIETARY INFORMATION” is defined as: any information provided by UMS to RECIPIENT in connection with the PRINT RFB. PROPRIETARY INFORMATION includes, but is not limited to, the confidential and proprietary intellectual property regarding the student recruitment market and material, any information UMS identifies as proprietary and confidential, or that otherwise qualifies for protection under any law .

RECIPIENT will maintain the secrecy and confidentiality of all PROPRIETARY INFORMATION and agrees to use PROPRIETARY INFORMATION only for the purpose of responding to the PRINT RFB. RECIPIENT agrees to use measures to protect the secrecy and confidentiality of PROPRIETARY INFORMATION that are no less than reasonable under the circumstances, and will neither use nor disclose PROPRIETARY INFORMATION to anyone other than those who need to know PROPRIETARY INFORMATION for the purpose of responding to the PRINT RFB. RECIPIENT agrees that it will be responsible for any breach of this AGREEMENT by any of its employees, agents, authorized representatives or permitted assignees or subcontractors.

Without prior written consent from UMS, RECIPIENT will not: (i) disclose to any person or entity the substance or import of the PROPRIETARY INFORMATION; (ii) use any PROPRIETARY INFORMATION to access or obtain additional information outside the purpose contemplated by this AGREEMENT; (iii) duplicate, distribute or otherwise reproduce PROPRIETARY INFORMATION in any way. RECIPIENT will not remove a designation of confidentiality from any item or material containing PROPRIETARY INFORMATION.

PROPRIETARY INFORMATION does not include information that: (i) is or becomes generally known and available to the public other than as a result of any breach by RECIPIENT of this AGREEMENT; (ii) is subsequently learned from a third party who is under no obligation of confidentiality with respect to such information; (iii) was known by RECIPIENT under no obligation of confidentiality prior to disclosure by the UMS hereunder; or (iv) was generated independently by RECIPIENT without reference to the UMS’s information.

PROPRIETARY INFORMATION is provided on an “as-is” basis; UMS expressly disclaims any warranty as to the accuracy or fitness of any PROPRIETARY INFORMATION under this AGREEMENT. At the request of UMS, RECIPIENT will return to UMS within thirty (30) days all information and materials that include, incorporate, or otherwise contain PROPRIETARY INFORMATION.

2. **Ownership of PROPRIETARY INFORMATION**: Unless otherwise specified in writing, all PROPRIETARY INFORMATION remains the sole and exclusive property of UMS. Upon RECIPIENT’s submission of a response to the PRINT RFB, UMS’s request or within thirty (30) days from the date of termination or expiration of this Agreement, whichever comes first, RECIPIENT agrees to promptly, and at its own expense: (i) redeliver to UMS all copies of PROPRIETARY INFORMATION in RECIPIENT’s possession, whether such information is in written, electronic, digital, or other form or format; (ii) destroy any and all analyses, compilations, studies,

or other documents in any form or format that were prepared by or for the use of RECIPIENT which contain or reflect any information; and (iii) if requested, certify such destruction to UMS in writing by an authorized officer of the RECIPIENT who supervised such destruction.

3. **Breach of AGREEMENT**: RECIPIENT acknowledges and agrees that the remedy at law for any breach of this AGREEMENT is inadequate and that, in addition to monetary damages, including but not limited to special, incidental, consequential or punitive damages, and any other available relief at law, whether based in contract, tort or otherwise, UMS will be entitled to specific performance, injunctive relief or any other equitable remedy without the need to: (i) prove actual damages; and/or (ii) post any bond or other security deposit in connection with such remedy.

Notwithstanding the foregoing, this AGREEMENT will not prohibit RECIPIENT from disclosing any PROPRIETARY INFORMATION if required by an appropriate legal or regulatory authority, provided that, prior to any disclosure: (i) Recipient provides UMS with prior written notice of the required disclosure so that UMS may seek such protective order as it may deem appropriate; and (ii) disclosure of any PROPRIETARY INFORMATION is limited only to the extent legally required and RECIPIENT uses its best efforts to obtain assurances that confidential treatment will be accorded such disclosed information.

4. **Governing Law**: This AGREEMENT will be governed and construed in all respects in accordance with the laws of the State of Maine without regard to its conflict of laws principles.
5. **Term/Period of Performance**: This AGREEMENT shall continue in full force and effect for a period of one (1) year from the EFFECTIVE DATE. All of the PARTIES' obligations and duties hereunder shall survive termination of this AGREEMENT for any reason and shall continue in full force and effect with respect to all PROPRIETARY INFORMATION received prior to such termination.
6. **Assignment**: This AGREEMENT, or any part thereof, may not be assigned, transferred or subcontracted by either PARTY **without the prior written approval of both PARTIES**.

**IN WITNESS WHEREOF**, the PARTIES have caused this valid and binding AGREEMENT to be duly executed by authorized signatories as indicated below.

**RECIPIENT:**

**UNIVERSITY OF MAINE SYSTEM BY AND THROUGH THE  
UNIVERSITY OF MAINE**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_