

## CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement (“Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the “Effective Date”), between the University of North Carolina at Charlotte (“University”) and \_\_\_\_\_ (“Participant”).

WHEREAS, the University will host the \_\_\_\_\_ (\_\_\_\_\_);

WHEREAS, the goal of the \_\_\_\_\_ is to elevate the quality of information assurance education and to better prepare students for the information security industry;

WHEREAS, \_\_\_\_\_ teams must be able to demonstrate their ability to detect and respond to outside threats, maintain availability of existing services such as mail servers and web servers, respond to business requests such as the addition or removal of additional services, and balance security needs against business needs;

WHEREAS, the \_\_\_\_\_ will develop and/or employ confidential information, including competition system design and configuration details; problems, business injections, scenarios used in the competition; and all information, except that published on the \_\_\_\_\_ web site, related to the content of competition (hereinafter the “Confidential Information”); and

WHEREAS, \_\_\_\_\_ “Participants” include graduate and undergraduate students from regional institutions of higher education who will compete in the \_\_\_\_\_, groups of information security professionals from volunteer commercial organizations who will assess the abilities of the teams to defend their networks and systems, groups of information technology and information security academics and professionals who will serve as team judges and evaluators, and administrative faculty and professionals who will conduct the exercise, control the flow and timing of the events and injections, and who will serve as mediators for disputes and challenges;

WHEREAS, Participants, will have access to the Confidential Information for the sole purpose of participation in the \_\_\_\_\_;

NOW THEREFORE, the parties hereby covenant and agree as follows.

1. As a Participant in the \_\_\_\_\_, Participant shall have access to the Confidential Information. Participant shall receive and use the Confidential Information for the sole purpose of participation in the \_\_\_\_\_, and for no other purpose. Participant agrees not to make use of the Confidential Information except for the purposes stated herein and agrees not to disclose the Confidential Information to any third party or parties without the prior written consent of the University.
2. No express or implied license to use the Confidential Information for any purpose other than the above advisement and assistance is permitted hereunder. This Agreement does not constitute an offer for sale by the University. The Confidential Information is owned by the University and will continue to be owned by the University after it is transmitted to Participant pursuant to this Agreement.
3. Upon conclusion of the \_\_\_\_\_, Participant shall promptly return to the University the Confidential Information and all copies thereof, including but not limited to data, prototypes, written documentation, drawings, photographs and models.
4. Participant shall use its best efforts to preserve the confidentiality of the Confidential Information as it would as if the Confidential Information had been developed by Participant and was to be retained in confidence by it and shall use not less than reasonable care with respect to such Confidential Information.

Participant shall obligate its affiliates with access to any portion of the Confidential Information to protect the proprietary nature of the Confidential Information.

Participant shall have no obligation to refrain from disclosing or using the following information which:

- (a) is generally available to the public at the time of this Agreement;
- (b) becomes part of the public domain or publicly known or available by publication or otherwise, not through any unauthorized act or omission of Participant;
- (c) is lawfully disclosed to the Participant by third parties without breaching any obligation of non-use or confidentiality;
- (d) has been independently developed by persons in Participant's employ or otherwise who have no contact with Confidential Information, as proven with written records; or

If Participant is required by a government body or court of law to disclose Confidential Information, the Participant agrees to give the University reasonable advance notice so that University may contest the disclosure or seek a protective order.

5. The interpretation and validity of this Agreement shall be governed by the laws of the State of North Carolina.

6. This Agreement represents the entire agreement and understanding in this matter by and between the parties hereto, and all prior oral and written understandings or agreements are expressly superceded hereby.

7. Participant shall not assign any rights or obligations under this Agreement without the prior written consent of the University.

8. The University does not make any representations with respect to, and does not warrant, any information provided under this Agreement but shall furnish such in good faith. Without restricting the generality of the foregoing, the University makes no representations or warranties, either written, oral, statutory, express, or implied, with respect to the Confidential Information which may be provided hereunder, including without limitation, any warranty of merchantability or fitness for a particular purpose. The University shall not be liable for any special, incidental, or consequential damages of any nature whatsoever resulting from the receipt or use of the Confidential Information by Participant.

9. The obligations set forth in this Agreement shall survive the conclusion of the \_\_\_\_\_ or any termination of this Agreement and shall extend indefinitely.

In Witness whereof, the parties have executed this Agreement by their respective duly authorized officer or representative.

By: \_\_\_\_\_  
[University Official]  
[Title]  
University of North Carolina at Charlotte

By: \_\_\_\_\_  
Participant Name  
Address:  
\_\_\_\_\_  
\_\_\_\_\_

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

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