UNIVERSITY OF UTAH FACILITIES
AGREEMENT FOR USE AND NON-DISCLOSURE
OF CONFIDENTIAL INFORMATION

THIS AGREEMENT FOR USE AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION (the "Agreement") is made as of _____, (Date) by and between _____("Company"), a [_____] (STATE) company, and the University of Utah, ("University") a body politic and corporate of the State of Utah.

WHEREAS, the University is engaging the services of the Company for the purposes of the _____ project (the "Project") _____ (Unifer or WO#) for the University and wishes to share building, utility, and infrastructure information with the said Company; and

WHEREAS, the University wishes to protect the confidential status of any information which may be necessarily disclosed to the Company for purposes of the project;

WHEREAS, it will be necessary for the University to share with the Company certain technical information regarding the University's critical utilities which information is not generally known and which must be protected for University safety and security reasons;

NOW, THEREFORE, in reliance upon and in consideration of the following undertakings, the Company hereto agrees as follows:

1. Except as provided in Section 7, all information disclosed by the University to the Company for purposes of the Project shall be deemed to be "Confidential Information."

2. The Company may use the Confidential Information received from the University only to the extent required to facilitate the Project and for no other purposes. No other rights are implied or granted under this Agreement.

3. Confidential Information supplied to the Company shall not be reproduced in any form except for internal use of the Company or with the prior written authorization of the University. Each such reproduction shall include the ownership and confidentiality legends of the University included in the original.

4. The Company shall not disclose the Confidential Information to any person except as authorized by this Agreement. The Company shall use its best efforts to protect the Confidential Information received with the same degree of care used to protect its own Confidential Information from unauthorized use or disclosure, except that such Confidential Information may be used by or disclosed to its agents and employees as may be reasonably required to facilitate the Project.

5. All Confidential Information, unless otherwise specified in writing, shall remain the property of the University, and shall be used by the Company only for the purpose intended. If so requested by the University, such Confidential Information shall be returned to the University (including all whole or partial copies thereof).

6. The Company acknowledges that, except as otherwise agreed in writing, the University and its agents, affiliates, representatives, directors and employees make no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information and that the University and such persons shall have no liability resulting from any use of the Confidential Information by the Company.

7. It is understood that the term "Confidential Information" does not include information that:

(a) is now or hereafter in the public domain through no act of the Company;

(b) prior to disclosure hereunder, is properly within the rightful possession of the Company

(c) subsequent to disclosure hereunder, is lawfully received by the Company from a third party with no restriction on further disclosure;

(d) is obligated to be produced by the Company under order of a court of competent jurisdiction, unless made the subject of a confidentiality agreement or court order in connection with such proceeding; or

(e) is required to be disclosed by the University pursuant to the Utah Government Records Access Management Act, §§ 63G-2-101, *et. seq.*, as amended ("GRAMA"). Pursuant to § 63G-2-309 of GRAMA, any confidential information provided to University that Company believes should be protected from disclosure under GRAMA must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim.

8. If Company or any of its representatives or anyone to whom it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, Company will to the extent permitted by law provide the University with advance written notice as soon as possible and with a copy of the documents and information relevant to such legal action, so that the University may seek a protective order or other appropriate remedy, and Company will furnish only that portion of the Confidential Information that it is advised by a written opinion of counsel is legally required.

9. The Company acknowledges and agrees that the non permitted disclosure of Confidential Information of the University would irreparably damage the University in such a way that the University could not be adequately compensated in damages in an action at law. In consideration of this fact, the Company agrees that should any dispute arise concerning the disclosure or utilization of the Confidential Information of the University, an injunction may be issued restraining such disclosure or use in contravention of this Agreement. Such remedy shall be cumulative and non-exclusive and shall be in addition to any other legal or equitable remedies to which the University may be entitled.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without application of any principles of choice of laws. There are no understandings, agreements or representations, express or implied, written or oral, other than those specified herein. This Agreement may not be amended except by a writing executed by both parties. The parties agree that the confidentiality obligations set forth in this Agreement shall survive for the duration of the project. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same document.

11. For the purpose of all communications and transmittals of Confidential Information under this Agreement, the respective authorized representatives and addresses of the parties, subject to change upon written notice, are:

University: The University of Utah
Facilities & Capital Projects
420 S. Wakara Way
Salt Lake City, UT 84108
Attn: Executive Director-Facilities & Capital Projects

Company: _____
_____
_____
Attn: _____

[Signatures Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives as of the date first set forth above.

[COMPANY]

_____

Signature_____

Name_____

Title _____

Date _____

UNIVERSITY OF UTAH

Executive Director-Facilities & Capital Projects

Signature _____

Name _____

Date _____

ADDITIONAL SIGNATURE AS NEEDED FOR UTILITY SYSTEMS INFORMATION

Associate Director, Facilities Management- Utilities

Signature:_____

Name _____

Date _____