

Non-Disclosure Agreement – Bootcamp 1.0 and Bootcamp 2.0 – Online Business Training Program

This Agreement is made and entered into **November 26, 2024 (“Effective Date”)**, by and among the undersigned organizations (“Sponsor”) and the undersigned participants in the Von Allmen Center for Entrepreneurship Bootcamp Online Business Training Program (“Bootcamp”) at the University of Kentucky (“Participant”) for the purpose of receiving certain confidential information of Sponsor to enable the Participant to undertake a projects described herein (“Project”).

Sponsor and Participant hereby agree as follows:

"Confidential Information" means any and all information that is disclosed on or after the Effective Date whether orally or in written, electronic, or other tangible form by a party hereunder (the “Disclosing Party”) to the other party hereunder (the “Receiving Party”). A Sponsor may be both a Disclosing Party of its own Confidential Information and a Receiving Party of another Sponsor’s Confidential Information. A Participant is a Receiving Party of one or more Sponsor’s Confidential Information. To the extent practical, Confidential Information disclosed in tangible form shall be marked "Proprietary and Confidential" or similar markings. In the case of disclosures made orally, by visual inspection, or in some other non-tangible form, Sponsor shall indicate the confidential nature of the information at the time of disclosure and shall provide a written or otherwise tangible summary thereof within thirty (30) days of such disclosure. Notwithstanding the foregoing, information that is not marked “Proprietary and Confidential” at the time of disclosure or, in the case of oral, visual, or other non-tangible disclosures, within thirty (30) days, shall nonetheless be considered Confidential Information if the confidential nature of the information would be apparent to a reasonable person given the nature of the information or the circumstances of its disclosure.

1. No information will be Confidential Information that (i) is already known to Receiving Party at the time of disclosure; (ii) is or becomes publicly known through no wrongful act of Receiving Party; (iii) is received by Receiving Party from a third party without similar restrictions and without breach of this Agreement; or (iv) is independently developed by Receiving Party without access to Confidential Information as evidenced by then-contemporaneous written records.
2. Except as provided herein, Receiving Party will not disclose any Confidential Information to any other person. Receiving Party will not use any Confidential Information, or any information directly derived from the Confidential Information, other than in connection with the Project.
3. Receiving Party may disclose Confidential Information (i) to other Receiving Parties who are signatories to this Agreement, (ii) in response to the lawful request or requirement of a governmental agency or by requirement of law, and (iii) to the faculty member(s) supervising the Project.
4. Sponsor understands that to complete the requirements of the Bootcamp, Participant must give a substantive presentation concerning the Project to an audience that may include individuals or entities that are not parties to this Agreement and thus have no obligation of confidentiality and that such presentation will include information about the Sponsor. Sponsor will work with Participant to prevent the inclusion of Confidential Information in the presentation and in any written materials prepared by Participant as required by the Bootcamp.

5. All Confidential Information delivered by Sponsor to Receiving Party will be and remain property of Sponsor. All Confidential Information, and any copies thereof, will be promptly returned to Sponsor or destroyed by Receiving Party upon Sponsor's request. However, Receiving Party may retain one complete copy of the Confidential Information in its legal archives for the purpose of determining its obligations under this Agreement.
6. In return for the provision of Confidential Information, Sponsor is granted a perpetual, royalty-free license to use any work product specific to its Confidential Information. Except for those sponsors disclosing to OTC and UK has retained ownership.
7. **This Agreement shall terminate on November 26, 2027. The restrictions and obligations upon Receiving Party under this Agreement concerning confidentiality shall expire on November 26, 2027.**
8. The provisions of this Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. All notices, requests or consents given in connection with this Agreement shall be given in writing and sent by first class mail, postage prepaid, or email to the addresses listed at the end of this Agreement, unless either party notifies the other party in writing of a different address.
9. Each Sponsor makes no representation or warranty as to the accuracy or completeness of its Confidential Information.
10. Nothing in this Agreement shall be interpreted as preventing a party from disclosing to third parties information it independently develops during the term of this Agreement or from disclosing its own Confidential Information to any third party.
11. No Receiving Party will be liable for breach of this agreement by another Receiving Party.
12. No party shall use the name, a portion thereof, or any mark of another party to this Agreement in any advertising or publicity matter without the prior written approval of that party.
13. The parties understand and agree that money damages may not be a sufficient remedy for any breach of this Agreement by Receiving Party and that Disclosing Party will be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement but will be in addition to all other remedies available at law or equity.
14. This Agreement will not be assignable by any party without the prior express written consent of the other parties.
15. The failure of any party hereto to exercise any right, power or privilege under any provision of this Agreement will not constitute a waiver and will in no manner affect its right to enforce such provision.

16. This Agreement may not be modified except by written instrument signed on behalf of each party. This Agreement embodies the entire agreement and understanding of the parties and terminates and supersedes all prior independent agreements and undertakings between the parties with regard to the Project(s).