## Non-Disclosure Agreement

**New York State Education Department (“NYSED”)**

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Organization:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”)

**Purpose:** Company shall complete the NDA ahead of the planned free trial of the Micro Focus Databridge software product at NYSED.

**Date(s) of work to be performed:** [FILL IN DATES]

NYSED has agreed to make available to the Company certain Confidential Information (as defined below) for the purpose of performing an installation of a free trial of Databridge software. Additionally, while performing the software installation, the Company may discover Confidential Information about NYSED.

Therefore, I, as an employee or agent of the Company, have the responsibility to NYSED in ensuring the security and confidentiality of the Confidential Information. All materials are considered confidential unless otherwise marked. By signing this non-disclosure agreement (“NDA” or “Agreement”), I agree to abide by the following security restrictions and ownership provisions contained herein.

For the purposes of this Agreement, "Confidential Information" means information that relates to the Purpose defined above or that, although not related to such Purpose, is nevertheless disclosed as a result of the discussions between NYSED and the Company in that regard, and that should reasonably have been understood by the Company, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to NYSED. Confidential Information includes all information relating to NYSED’s security posture which is discovered as a result of the Company’s performance of the Purpose, as well as any information or materials provided to the Company by NYSED. Confidential Information includes all of the following, whether or not reduced to tangible form: software codes and computer programs; trade secrets, patents, patent applications, and copyrights; know-how, processes, ideas, and inventions (whether patentable or not); formulas and algorithms; technical drawings, schematics, design, diagrams, models, and flow charts; documentation and specifications; databases and materials; financial information and projections; business plans and needs; research; employee information; student, teacher, or other professional data or information; and other information of a similar nature, and any other trade secrets or non-public business information belonging or pertaining to NYSED and NYSED’s mission.

**Confidential Information**

I acknowledge that information provided by NYSED or developed by me or my organization related to the Purpose described above includes Confidential Information that is the property NYSED. I acknowledge that such Confidential Information includes many items, including but not limited to the following information types:

1. all oral or written information in draft or final form relating to the Purpose;
2. any reports from the Company;
3. the results of any analyses or studies, whether provided to me by NYSED or developed by me or the Company; and
4. any other Confidential Information that has not been made available to the general public by NYSED.

By signing this Agreement, I agree to maintain and honor the security of the Confidential Information referenced herein and to abide by the following security restrictions:

1. I agree not to disclose any Confidential Information, including documents or reports, whether in draft or final form, to anyone other than authorized NYSED staff unless specifically authorized to do so by NYSED. I also agree not to disclose such information and/or materials to any NYSED staff other than those whom have been previously authorized without the prior permission of NYSED.
2. I agree not to use the Confidential Information for anything other than the Purpose defined above. I will not disclose any Confidential Information to third parties except those authorized by NYSED who are required to have the information in order to carry out the Purpose set forth in this Agreement.
3. If the Company or I have or will have directors, officers, employees, consultants, and/or agents to whom Confidential Information is disclosed or who have access to Confidential Information, I will ensure that such person(s) sign a NDA in content substantially similar to this Agreement and will promptly notify NYSED in writing of the names of each such person(s) who has signed such agreements after such agreements are signed.
4. I agree that I will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized by NYSED to have any such information. Measures to prevent such disclosure shall include the highest degree of care that the Company utilizes to protect its own Confidential Information of a similar nature.
5. If I am responsible for supervising other staff or subcontractors, I agree to limit the access and use of Confidential Information to only those individuals who have a legitimate need to access such materials in order to perform the work described above.
6. I agree to provide appropriate training, guidance, and oversight to any staff or subcontractors under my supervision who may work with Confidential Information in order to maintain the security of such information and materials.
7. I agree to follow all guidelines and instructions provided by NYSED regarding the transfer of the Confidential Information in my possession. Such transfer may include secure electronic transfer using encrypted files. Upon completion of the Purpose described above, I agree to securely store, destroy, or return all Confidential Information provided to or prepared by me, including all copies thereof and all notes prepared by me, in accordance with the instructions given to me by NYSED.
8. I understand that Confidential Information is not to be copied or duplicated in any way or shared with or discussed with anyone other than authorized NYSED staff, unless specifically authorized to do so by NYSED.
9. I agree to immediately report to NYSED if I learn of or suspect any potential misuse of Confidential Information.
10. In the event that the Company or its directors, officers, employees, consultants, or agents are requested or required by legal process to disclose any of the Confidential Information, I (or the Company) shall give prompt notice so that NYSED may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, I shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.

**No License Granted**

Nothing in this Agreement is intended to grant any rights to the Company under any patent, copyright, trade secret or other intellectual property right, nor shall this Agreement grant the Company any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the Purpose set forth in this Agreement.

**Ownership and Return of Confidential Information**

All Confidential Information is the property of NYSED, including all materials prepared by me in the course of my participation in the Purpose described above. All such materials prepared by me are being commissioned by NYSED and shall be works made for hire as defined by the United States Copyright Law. In the event that such materials prepared by me are deemed not to be works made for hire, I hereby assign to NYSED any and all right, title, and interest I may have, including but not limited to any copyright, in the work commissioned by NYSED.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have read the non-disclosure agreement above and agree to abide by the security restrictions and ownership provisions described herein.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please Print: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_ Zip: \_\_

Telephone: ( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_