

Non-Disclosure Agreement

THIS AGREEMENT is entered between the **University of Central Florida, (“UCF”), on behalf of its Board of Trustees**, a public body corporate, with administrative offices located at 12201 Research Parkway, Suite 501, Orlando, Florida 32826-3246, for the benefit of the UCF Center for Forensic Science,, **and** {Company name here: _____,

with offices at _____
 (“COMPANY”). Street Address

For purposes of this agreement, the term “COMPANY” may refer to a non-profit or for-profit organization, or to an agency of local, state, or federal government, as appropriate.

Under this Agreement:

UCF shall be: X a Disclosing Party (“DP”)

Company shall be: X a Receiving Party (“RP”)

Recitals

I. The Disclosing Party (hereinafter “DP”) is in possession of information which DP considers confidential and copyrightable, and in which DP has a proprietary interest (“the Information”), and is willing to make this disclosure to the “RP” for the purpose of: taking the proficiency developed by the “DP”, generally described as:

- **Digital Forensics Quality Solutions (DFQS)/ Proficiency Tests** (Proficiency tests in the area of digital forensic developed by the UCF Center for Forensic Science/Digital Forensics Quality Solutions as a mechanism for providing testing in the area of **computer forensics**.)

The Disclosing Party (“DP”) is willing to make this disclosure to RP for the purpose of providing proficiency and/or competency test, in the area of computer forensics.

II. The Receiving Party (hereinafter “RP”) acknowledges that the “DP” is in possession of information which “DP” considers confidential, copyrightable and in which the “DP” has a proprietary interest (“the Information”). The Receiving Party (“RP”) wishes to receive access to confidential information from DP, as outlined above, and agrees to hold that disclosure in confidence during the term of this Agreement subject to the conditions set forth herein.

NOW THEREFORE, the parties agree as follows:

1. The “Information” is a valuable asset of the “DP”. The “DP” has an exclusive proprietary right and interest in the Information. Any information, knowledge, hardware, software, documents, drawings, sketches, models, designs, data, memoranda, tapes, records, material and/or know-how whatsoever, provided by the “DP” including all or any part of the Information and its related use are referred to as Information herein.

2. Other than its officers, employees, servants, and agents, or other persons acting or engaged to act by COMPANY in furtherance of the activities to take place under this agreement, the "RP" agrees not to share the "Information" content or processes with anyone else or use the "Information" contained on the proficiency test(s) for its commercial benefit.

3. The Receiving Party "RP" agrees that:

- (a) It may use a single copy of the test, one time, to assess the skill of one individual.
- (b) Each copy of the test package will be priced at \$600
- (c) Test can only be ordered through the UCF Department of Continuing Education.
- (d) Test media and test answers will be returned to "DP" at the National/UCF Center for Forensic Science by "ground carriers" (**NOT BY US POSTAL SERVICE**) at the time specified by the "RP" on Website (which is approximately 45 days).

(e) Delivery address is as follows:

National/UCF Center for Forensic Science
Room 225
12354 Research Parkway
Orlando, FL 32826
ATTN: DFQS
[Telephone number: 407-823-6469]

4. The Disclosing Party "DP" Agrees that:

- (a) Tests will shipped to the "RP" upon receipt of payment and this NDA signed
- (b) Test shipping dates will be posted on Website
<http://www.ncfs.org/dfqs>
- (c) Test answers will be graded and the report returned to "RP" in approximately 30 days after test media and test answers have been received.

5. This NDA can be terminated by the "DP" at any time with or without cause.

6. By signing this agreement, the undersigned COMPANY hereby acknowledges that it has read this entire document, including the confidentiality requirements stated hereunder and the NDA and the confidentiality requirements stated therein.

7. COMPANY hereby states that it understands all of the terms and conditions hereof and those stated in the NDA and understands and hereby acknowledges that it is subject to all of the terms and conditions of said NDA.

8. COMPANY understands that, except as may be required by a Court of Law and/or under a legal/statutory obligation, COMPANY (its officers, employees, servants, and agents, or other persons acting or engaged to act by COMPANY), shall not disclose any Confidential Information which may have been acquired directly or indirectly by COMPANY by virtue of his association with UCF under this NDA to any third party at any time either during or after the termination or expiration of the NDA referred to herein.

9. COMPANY understands that it shall be liable for the COMPANY's breach of such confidentiality obligation either

- (i) during the term of the NDA
- (ii) after the termination or expiration of the NDA , and/or
- (iii) after COMPANY ceases participation on the project as a test subscriber (whether during the period of the NDA or thereafter).

10. UCF shall in no way, be liable for the breach of such confidentiality obligations of the undersigned COMPANY.

11. The following persons are listed as contact persons at the UCF Center for Forensic Science under this Agreement:

Carrie M. Whitcomb, MSFS

John Leeson, PHD

12. COMPANY shall indemnify and hold harmless UCF, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors for COMPANY's breach of any confidentiality obligations set forth in the NDA, including for any loss, liability, judgment, settlement, damage or costs, including court costs and attorney's fees for both the trial and appellate levels that may occur as a result of the undersigned COMPANY's breach as set forth hereunder.

Where "COMPANY" is a federal or state agency, liability under this section shall be to the extent allowed by federal or state regulations or statutes, as applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date mentioned hereunder.

(Signature of COMPANY's authorized representative)

Date

Printed Name of COMPANY's authorized representative

Title of COMPANY's authorized representative

Phone number: _____

Email Address: _____

Please enter the address the test is to be shipped: (please no P.O. Boxes):

Company/Agency _____

Street Address _____ Room/Suite number _____

City _____ State _____ Zip Code _____ - _____

Attention _____

UPON COMPLETION, PLEASE FAX THE SIGNED NDA TO FAX NUMBER 407-823-0155

ADDRESSED TO:

The UCF Center for Forensic Science

Attn: DFQS/Whitcomb/Leeson