**MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT**

This Agreement is entered into as of the 5th day of July, 2017 (“the Effective Date”) between representatives of the Utah Valley University (i.e., students and faculty members; herein referred to as “UVU”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein referred to as the “Company”).

In consideration of the mutual covenants set out below and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of UVU and the Company), and in order to protect certain confidential information to be exchanged by each of the parties to the other, UVU and the Company agree as follows:

1. **Designation of Parties.** Each party shall designate a representative (“the Designated Representative”) for coordinating receipt, release and delivery of confidential information, who is [REP] for the Company and Bernd Kupka for UVU, or such individual(s) as either party may designate by notice in writing to the other party. The party disclosing the confidential information to the other hereunder is “the Disclosing Party”, and the party receiving the confidential information is “the Recipient”. The Disclosing Party shall disclose Confidential Information only to the Recipient’s Designated Representative(s).
2. **Description of Confidential Information.** The confidential information to be disclosed under this agreement is described as follows and includes those materials specifically identified as:
	* + 1. material which is marked as confidential at the time of disclosure; or
			2. material in oral or visual form identified as confidential at the time of disclosure and subsequently designated as such within a written memorandum sent to the Recipient within thirty (30) days following the original disclosure.

**Purpose of Recipient’s Use of Confidential Information.** The Recipient shall make use of the confidential information only for the following purpose (the “Purpose”):

1. If the Recipient is UVU, for the purpose of education of students and research publications under the protection of the Company’s identity.

b) If the Recipient is the Company, for the purpose of enhancement of corporate OB programs to be used only in the Company.

1. **Non-Disclosure.** The Recipient agrees that it will retain the confidential information in confidence and that it will not disclose such confidential information to any third party or use the confidential information for any purpose other than the Purpose. The Recipient shall use at least the same standard of care in protecting the confidentiality of the confidential information that it uses in protecting its own confidential information of a similar nature but, in any event, no less than a reasonable standard of care. The Recipient may disclose the confidential information only to its employees, directors, officers, agents, students (in the case of UVU) and consultants who have a need-to-know the confidential information for the Purpose, and who are bound by substantially the same obligations as the Recipient pursuant to this agreement.
2. **Exclusions.** This agreement imposes no obligations upon the Recipient with respect to information that:
	* + 1. was either in the Recipient’s possession before receipt from the Disclosing Party as established by documentary evidence; or was at the time of disclosure available to the public; or became available to the public after disclosure to the Recipient without breach of this agreement by the Recipient; or
			2. became available to the Recipient from a third party which to the Recipient’s knowledge, had no duty of confidentiality with respect to it; or
			3. has been independently developed by the Recipient as established by documentary evidence; or
			4. is made subject to an order by judicial or administrative process requiring the Recipient to disclose any or all of the information; provided, however, that the Recipient shall use reasonable efforts in the circumstances to promptly notify the Disclosing Party of such requirement to enable the Disclosing Party to oppose such process, before disclosure occurs; or
			5. is disclosed by the Recipient with the Disclosing Party’s prior written approval.
3. **Return of Confidential Information.** Upon the written request of the Disclosing Party, the Recipient will return all confidential information and copies thereof in its possession or under its control to the Disclosing Party, subject to the right of the Recipient to retain one (1) full archival copy of such confidential information for the purposes of establishing the extent of the disclosure of such confidential information. Such confidential information shall nonetheless be subject to the confidential period pursuant to Section 3.
4. **No Licenses or Other Rights.** Neither this agreement nor any disclosure hereunder will be deemed, by implication, estoppel or otherwise;
5. to vest in the Recipient any license or other rights to any of the confidential information or under any patent, copyright, trade secret or other intellectual property right, or
6. to obligate the Disclosing Party to make any particular disclosure of confidential information or to enter into any business relationship or further agreement with the Recipient.
7. **Representation.** The Disclosing Party represents and warrants to the Recipient that it has the right to enter into this agreement without breaching or violating any fiduciary or contractual obligations owed to a third party. No other representations or warranties whatsoever with respect to any confidential information disclosed under this agreement are made by the Disclosing Party under this agreement.
8. **Remedies.** The Recipient acknowledges and agrees that damages may not be an adequate remedy to compensate the Disclosing Party for any breach of the Recipient’s obligations under this agreement. Accordingly, the Recipient agrees that in addition to any and all other remedies available, the Disclosing Party will be entitled to seek a temporary or permanent injunction to enforce the obligations contained in this agreement.
9. **No Assignment; No Amendments.** Neither party may assign any of its rights or obligations under this agreement without the prior written consent of the other party. This agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and permitted assigns. However, no amendment or modification of this agreement will be effective unless made in writing and signed by authorized representatives of both parties.
10. **Governing Law; Compliance.** This agreement shall be governed by and construed in accordance with the laws of the State of Utah and the laws of the United States of America applicable therein. Each of the parties agrees to comply with all applicable laws, regulations and rules relating to the export of technical data.
11. **Notices.** All notices given under this agreement shall be in writing and shall be delivered by courier, email, or by facsimile to the address of the other party set out below. Notices shall be deemed to have been received on the date of delivery, if delivered by courier, and on the first business day following the electronic confirmation of the successful transmission of the email or facsimile. Both parties may give written notice of a change of address to the address noted herein, and after such notice of change has been given, any notice thereafter shall be given to such party at such changed address, email address, or facsimile number, as the case may be.
12. **Counterparts and Facsimile Signatures.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This agreement may be delivered by facsimile or email provided that the party doing so also sends the original executed copy of this agreement to the other party.

The parties hereto have duly executed this agreement by their respective(s) duly authorized representatives, as of the effective date.

**UTAH VALLEY UNIVERSITY (Faculty Member = Principal Investigator)**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Name: Bernd Kupka

Title: Associate Professor MGMT 3000 at UVU

Email Address: Bernd.Kupka@uvu.edu

Phone: 801-863-6507 (o)

Fax: 801-863-7396 (o)

Phone: 801-704-9524 (h)

The Principal investigator hereby acknowledges the terms and conditions as set out herein and agrees to be bound by the confidentiality requirements contained herein.

Dated at this 5th day of July, 2017

**UTAH VALLEY UNIVERSITY (Student)**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Name:

Student ID:

Email Address:

**COMPANY/ORGANIZATION – Cyprus Credit Union**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

David Millet

Human Resources Manager

Phone: 801-260-7600 ext. 5981

dmillet@cypruscu.com

I have authority to bind the Corporation/Organization.