MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into on **November 1, 2019** between The Scripps Research Institute ("TSRI"), a California non-profit public benefit corporation, located at 130 Scripps Way, Jupiter, Florida 33458 and _____, a _____corporation, located at _____ ("Vendor").

RECITALS

A. Scripps Florida and Vendor contemplate substantive discussions regarding the **ResearchFest 2019 Vendor Show**, and a potential business relationship between them ("Authorized Purpose"). This may involve the exchange of certain confidential and proprietary inventions, ideas, processes, trade secrets, research and development activities, information technology systems, specifications, designs, know-how, drawings, business and marketing plans, financial data, policies, procedures, and other information in written, oral and/or physical/sample form (collectively "Confidential Information").

B. The parties desire to protect their respective Confidential Information pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual provisions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Confidential Information.** All information disclosed by either party to the other shall be deemed "Confidential Information" if, given the circumstances surrounding such disclosure, such information would be considered 'confidential" or "proprietary", even if it is not designated as such at the time of disclosure. Neither party is obligated to disclose any information or to enter into any further agreement or business relationship with the other party. Specifically, Scripps Florida is not required to purchase Vendor's products or services by entering into this Agreement.

2. **Scope.** The parties shall use the Confidential Information only for the Authorized Purpose, and for no other purpose. Each party retains the exclusive ownership and intellectual property rights to its respective Confidential Information, and no license or any other interest in a party's Confidential Information is granted or implied by this Agreement.

3. **Restrictions.** Each party agrees to protect the other party's Confidential Information with the same degree of care that is uses to protect its own Confidential Information. In addition, each party shall not in any way (a) disclose or otherwise distribute the other party's Confidential Information to any third party at any time; (b) modify or merge the other party's Confidential Information with any other technology, software or materials; and/or (c) disclose the parties' discussions about their respective Confidential Information and/or their potential business relationship to any third party. Each party agrees that it will disclose the Confidential Information of the other party only to its employees who have a specific need to know regarding the Authorized Purpose and only to the extent necessary for such purpose. The provisions of this Section 3 shall survive the termination of this Agreement.

4. **Exceptions.** The obligations and restrictions herein shall not apply to Confidential Information that falls within any of the following exceptions, provided a receiving party proves by credible written evidence that such information:

> (a) is or becomes part of the public domain through no fault of a receiving party;
> (b) was known by receiving party prior to the disclosure by the other party;
> (c) was independently developed without use of or reference to the other party's Confidential Information by a receiving party's employees who had no access to the other party's Confidential Information; and/or
> (d) has been properly received from a third party who is not under any obligation to maintain the confidentiality of such information, and without breach of this Agreement by a receiving party.

If Confidential Information is required to be disclosed by law or by an order or notice from a court or regulatory agency, the party receiving such notice shall (i) immediately send a copy of the notice to the other party; (ii) cooperate with the other party if the other party wishes to object or condition such disclosure through a protective order or otherwise; and (iii) limit the extent of such disclosure to the minimum required to comply with the notice and will use commercially reasonable efforts to seek confidential treatment for that disclosure.

5. **Enforcement.** Both parties agree that each party will be irreparably harmed and money damages will be inadequate compensation in the event the other party breaches any provision of this Agreement. Both parties also agree that all the provisions of this Agreement shall be specifically enforceable against each other by injunctive and other relief. The remedies provided herein shall be cumulative with any other remedies available to either party at law or in equity. The provisions of this Section 5 shall survive the termination of this Agreement.

6.   **Return of Materials.**   All copies of a party's Confidential Information, whether in tangible or machine readable form, shall be promptly returned to the disclosing party upon the disclosing party's request. A receiving party shall thereafter retain no copies, transcriptions or summaries of any portion of the disclosing party's Confidential Information, except that the receiving party may retain one (1) archival copy of such information for purposes of enforcement of this Agreement.

7.   **Governing Law/Venue.**   This Agreement shall be interpreted and enforced according to the substantive laws of the State of California without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state and/or Federal courts in San Diego County, California for any action or proceeding regarding this Agreement.

8.   **Entire Agreement.**   This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and superseded all prior or contemporaneous understandings, oral or written. This Agreement can only be amended by a writing signed by both parties.

9.   **Assignment.**   Neither party shall have the right to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Agreement.

10.   **Validity.**   If any provision hereof is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect, and the affected provisions shall be revised so as to reflect the original intent of the parties hereunder to the maximum extent permitted by applicable law.

11.   **Attorney's Fees.**   In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which it is entitled.

12.   **Waiver.**   The failure to enforce any provisions of this Agreement shall not be deemed a waiver or a continuing waiver of the same or other provision of this Agreement unless such waiver is in writing and signed by the party to be charged.

13.   **Counterparts.**   This Agreement may be executed in several counterparts that together shall constitute one and the same instrument.

14.   **Term.**   The term of this Agreement shall be for a period of one (1) year from the date of this Agreement. However, the parties' confidentiality obligations hereunder shall continue and survive for five (5) years after the date of final disclosure of Confidential information hereunder, except that the obligations with respect to Confidential Information that is a trade secret under applicable law shall continue to survive thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Dated: _____   The Scripps Research Institute

                                                By: _____
                                                   Title: Sr. Sourcing Manager

Dated: _____   Vendor

                                                By: _____
                                                   Title:

Please direct your Mutual Non-Disclosure Agreement no later than October 25, 2019 to:

The Scripps Research Institute
Procurement Department
130 Scripps Way, 4B1
Jupiter, FL 33458
Fax: 561-228-3094
Email: lcarlson@scripps.edu