

MUTUAL NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is made and entered into effective as of October 1, 2012 (the "Effective Date"), by and between **The University of Texas at Dallas**, a component institution of The University of Texas System ("University") and **COLLIN COUNTY**, a STATE ADMINISTRATIVE DIVISION with offices at

COLLIN COUNTY
4300 Community Ave., S/O Admin. Lobby #D1602
McKinney, Texas
75071
("County").

RECITALS

County and University wish to exchange certain information pertaining to a **requirement to conduct an abbreviated breach analysis on the dams in the county and create inundation maps**. This exchange includes all communication of information between the parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above subject; and

University and County wish to exchange the information for the sole purpose of **conducting an abbreviated breach analysis on the dams in the county and create inundation maps** (the "Purpose") and each party regards certain parts of the information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use (such secret parts being hereafter collectively referred to as "Information"); and

University and County are willing to disclose Information (as "Owning Party") and receive Information (as "Receiving Party") on the terms and conditions set forth herein.

AGREEMENT

Therefore, University and County agree, as follows:

1. The Receiving Party will:
 - a. not disclose Information of Owning Party to any other person;
 - b. use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care;
 - c. use the Information only for the above purpose;
 - d. restrict disclosure of the Information of the Owning Party solely to those employees, consultants and agents of Receiving Party (collectively, "Permitted Recipients") having a need to know such Information in order to accomplish the Purpose;
 - e. advise each such Permitted Recipient, before he or she receives access to the Information, of the obligations of Receiving Party under this Agreement, and require each such Permitted Recipient to maintain those obligations;
 - f. within fifteen (15) days following request of Owning Party return to Owning Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to Owning Party, in writing, the destruction of such materials.

2. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information received from Owning Party which
 - a. was known to Receiving Party prior to disclosure by Owning Party,
 - b. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
 - c. is or becomes generally known or publicly available other than by unauthorized disclosure,
 - d. is independently developed by Receiving Party,
 - e. is disclosed by Owning Party to a third party without a duty of confidentiality on the third party, or
 - f. is required by law or regulation to be disclosed. In the event that information is required to be disclosed pursuant to this subsection, and to the extent authorized by law, the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under

such law or regulation. Such disclosure shall be limited to only that portion of the Information which is legally required to be disclosed.

3. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information unless such portion is
 - a. disclosed in a written document or machine readable media marked "CONFIDENTIAL" at the time of disclosure or
 - b. disclosed in any other manner and summarized in a memorandum mailed to Receiving Party within thirty (30) days of the disclosure.

Information disclosed by Owing Party in a written document or machine readable media and marked "CONFIDENTIAL" includes, but is not limited to, the items, if any, set forth in Schedules A and B attached hereto. Schedules A and B are incorporated herein by reference. Receiving Party hereby acknowledges receipt of the items listed in Schedules A and B, if any.

4. The Information shall remain the sole property of Owing Party.
5. OWNING PARTY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, OWNING PARTY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. OWNING PARTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE RECEIVING PARTY.
6. In the event of a breach or threatened breach or intended breach of this Agreement by either party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
7. Each party will designate a representative to receive confidential Information from the other party. Each party may change their respective representatives upon written notification to the other party. For the purposes of this Agreement, the parties representatives are:

For University:

NAME: **Dr. Bryan Chastain**
ADDRESS: **800 West Campbell Rd.**
CITY, STATE, ZIP: **Richardson, TX 75080**
PHONE: **(972) 883-2517**
EMAIL: **bjc062000@utdallas.edu**

For County:

NAME: **Jason Lane**
ADDRESS: **4300 Community Ave., S/O Admin. Lobby #D1602**
CITY, STATE ZIP: **McKinney, TX 75071**
PHONE: **(972) 548-4708**
EMAIL: **jlane@co.collin.tx.us**

8. The Receiving Party will not export, directly or indirectly, any technical data acquired from Owing Party or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.
9. The validity, construction, and performance of this Agreement are governed by the laws of the State of Texas, and suit may be brought in Texas to enforce the terms of this Agreement.

10. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
11. This Agreement constitutes the final, complete and exclusive agreement of the parties relative to the Information and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. The Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Agreement is binding upon both parties and upon the directors, officers, employees and agents of each. This Agreement is effective as of the Effective Date and will continue for three (3) years therefrom, unless terminated on thirty (30) days written notice by either party.

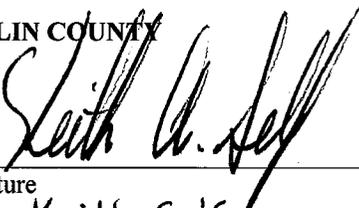
However, Receiving Party's obligations of confidentiality and restrictions on use of the Information disclosed by Owning Party shall survive termination of this Agreement.

AGREED TO:

The University of Texas at Dallas



Signature 12/7/12
Date
Rachell Reilly
Director, Office of Sponsored Projects

COLLIN COUNTY


Signature Date
Name: Keith Self
Title: County Judge, Collin County

READ AND UNDERSTOOD:



University Principal Investigator: **Dr. Bryan Chastain**