



# INSTITUTIONAL ANIMAL CARE AND USE COMMITTEE NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Georgia Aquarium, Inc. ("Owner") and \_\_\_\_\_ ("Recipient").

## 1. Trade Secrets and Confidential Information

Owner proposes to disclose certain of its confidential and proprietary information ("Trade Secrets and Confidential Information") to Recipient related to active or historical research protocols, specimen requests, or data requests. Such disclosures may be oral or written and by any media. Nothing herein shall require Owner to disclose any of its Trade Secrets or Confidential Information.

For purposes of this Agreement, the following definitions apply:

- "Trade Secrets" means information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public via lawful means and which: (A) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Trade Secret shall include, but not be limited to, customer lists, customer billing and pricing information, technical information regarding Owner's intellectual property, product development information, patent information and all other information permitted to be covered under the Georgia Trade Secrets Act. This definition shall not limit any definition of "trade secret" or any equivalent term under state or federal law. "Trade Secrets" shall not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating a legal right of Owner.
- "Confidential Information" means information, other than Trade Secrets, which relates to Owner, Owner's activities, Owner's business, Owner's employees or Owner's suppliers or principal investigators and their research protocols that is not generally known by persons outside of Owner's IACUC, and which is or has been disclosed to Recipient or of which Recipient became aware as a consequence of or through their relationship with Owner. "Confidential Information" shall not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any legal right of Owner or the principal investigator.

## 2. Recipient's Obligations

A. Recipient agrees that the Trade Secrets and Confidential Information are to be considered confidential and proprietary to Owner or the principal investigator. Recipient further covenants and agrees that at no time shall they disclose any Trade Secrets or Confidential Information of Owner or the principal investigator other than as necessary in connection with the performance of their duties as an employee or within the IACUC approved use of such information.



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B. Recipient may, however, disclose Trade Secrets and/or Confidential Information as required by any law or court order, in which case Recipient shall provide owner and principal investigator prior written notice of the legal requirement to disclose and an opportunity to contest such disclosure. Confidential Information and/or Trade Secrets furnished in tangible form shall not be duplicated by Recipient except for the purposes approved by the IACUC.

### 3. Other Information

Recipient shall have no obligation under this Agreement with respect to Confidential Information that is or becomes publicly available without breach of this Agreement by Recipient or that is rightfully received by Recipient without obligations of confidentiality; provided, however, such Confidential Information shall not be disclosed by Recipient until thirty (30) days after written notice of intent to disclose and the asserted grounds for disclosure are given to Owner and principal investigator.

### 4. Governing Law and Equitable Relief

This Agreement shall be governed and construed in accordance with federal law, Title 7 of the U.S. Code § 2157 and best practices for the management of an IACUC. Recipient further acknowledges and agrees that in the event of any breach or threatened breach of this Agreement by Recipient, Owner and principal investigator may suffer irreparable loss and damage to its business or research. Consequently, money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred by Owner and principal investigator as a result of a breach of this Agreement. Owner and principal investigator, accordingly, in addition to any other legal remedies that may be available, shall be entitled to an injunction to prevent a breach or contemplated breach by Recipient, and Recipient shall be liable to Owner and principal investigator for reasonable attorneys' fees and expenses incurred in the enforcement of this Agreement. Nothing contained in this Agreement shall limit, abridge, or modify the rights of the parties under applicable trade secret, trademark, copyright, or patent law or under applicable tort law.

### 5. Entire Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. Recipient may not assign this Agreement or any interest herein without Owner's express prior written consent. Any notice required by this Agreement or given in connection with it shall be in writing via e-mail to [iacuc@georgiaaquarium.org](mailto:iacuc@georgiaaquarium.org).

### 6. Confirmation

I hereby agree to the terms and conditions noted in this Non-Disclosure Agreement. I understand that failure to protect Trade Secrets and Confidential Information related to Georgia Aquarium and/or research submitted by principal investigators may result in corrective actions, up to but not limited to, employment termination.

Recipient Signature:

GAI Position and/or external affiliation:

E-Mail: