

CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made this 28th day of January, 2017, by and between Wichita State University (WSU) and the YMCA (collectively "the Parties").

WHEREAS, the Parties desire to obtain certain confidential and proprietary information from each other for the purpose of determining whether the parties can agree to potentially build a new YMCA on the campus of WSU.

WHEREAS, the Parties are willing to provide such confidential and proprietary information to each other for the limited purpose and in strict accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the Parties agree as follows:

- 1. Confidential Information.** As used in this Agreement, "Confidential Information" means all information, reports, data, surveys, evaluations, documents or other records (written or otherwise), which are disclosed or otherwise made available to the Parties related in any way to the business activities of each other. Confidential information also includes any information related to the fact that the parties are considering and exploring a possible deal with each other.
- 2. Status.** The Parties acknowledge and agree that the Confidential Information is proprietary to and a valuable trade secret of each party, and that any disclosure or unauthorized use of the Confidential Information will cause irreparable harm and loss to each party.
- 3. Obligations.** In exchange for the disclosure to each other of the Confidential Information, the Parties agree to maintain the Confidential Information in the strictest confidence and to undertake the following additional obligations with respect to the Confidential Information: (a) to use the Confidential Information for the sole purpose of determining whether each desires to enter into an agreement with the other; (b) to limit the dissemination of the Confidential Information to only those agents or representatives of each Party who have a need to know the Confidential Information in order to perform and achieve the limited purpose set forth in paragraph 3(a), above (c) not to disclose the Confidential Information to any third party.
- 4. No Obligation.** Nothing in this Agreement shall be construed as an agreement or obligation on the part of either party to enter into an agreement with the other.
- 5. Entire Agreement; Electronic Signatures; Counterparts.** This Agreement is the final expression of the agreement between the parties and may not be contradicted by evidence of any prior or contemporaneous oral agreement, and the Company and Prospective Purchaser acknowledge that no such unwritten, oral agreements exist. This Agreement may be executed in counter-parts and by electronic signatures, which taken together shall be considered one and the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date and year first written above.

Wichita State University

By: 

Name: John Tomblin
Title: Vice President for Research &
Technology Transfer

YMCA

By: 

Ron McMahon
President/CEO
YMC of Greater Wichita