

## OU CLUB AND SOCIETY CONFIDENTIALITY AGREEMENT

This Agreement is entered into by and between \_\_\_\_\_ (name of club), maintaining its chapter office at \_\_\_\_\_ (geographical location), referred to as (“ALUMNI CLUBS”), and the Board of Regents of the University of Oklahoma by and through The Office of Alumni Affairs Norman, Oklahoma, 73019-0628, referred to as (“UNIVERSITY”), effective on the date when executed by the last party hereto to sign below.

### WITNESSETH

WHEREAS, UNIVERSITY possesses certain valuable and confidential information and data relating to alumni lists (“INFORMATION”); and

WHEREAS, such INFORMATION is considered by UNIVERSITY to be confidential and to constitute a valuable asset; and

WHEREAS, UNIVERSITY is willing to disclose such information to ALUMNI CLUBS for the purpose of: [*e.g., evaluating said INFORMATION to determine its interest in developing said ALUMNI CLUB*].

NOW THEREFORE, the parties agree as follows:

1. After execution of this Agreement, UNIVERSITY shall disclose to ALUMNI CLUB certain INFORMATION and ALUMNI CLUB shall accept and hold such INFORMATION in confidence. All INFORMATION shall be labeled “CONFIDENTIAL”, or if communicated orally, confirmed in writing within thirty (30) days of such oral communication as being “CONFIDENTIAL.”
2. Without prior written consent of UNIVERSITY, ALUMNI CLUB shall neither disclose to any third party nor permit any third party to have access to any INFORMATION nor use such INFORMATION for any purpose other than as set forth in this Agreement. ALUMNI CLUB shall disclose INFORMATION only to those of its officers who have a need to know for the purposes stated above and shall require from those officers obligations of confidentiality, non-disclosure and non-use consistent herewith.
3. The aforementioned confidentiality obligations assumed by ALUMNI CLUB shall not apply to any INFORMATION that ALUMNI CLUB can clearly demonstrate falls within any of the following categories:
  - (a) Information which was in the public domain prior to disclosure by the UNIVERSITY or which subsequently comes into the public domain through no fault of ALUMNI CLUB, in either case as evidenced by documents which were generally published prior to such disclosure; or,
  - (b) Information that ALUMNI CLUB can demonstrate by means of presently existing prior written records to have been already known or within ALUMNI CLUB’S legitimate possession; or

- (c) Information received in good faith by ALUMNI CLUB from a third party that was lawfully in possession of the information and had the unrestricted right to disclose the same; or,
  - (d) Information that ALUMNI CLUB can demonstrate by means of written records to have been independently developed by the ALUMNI CLUB without the aid, application or use of the UNIVERSITY'S confidential information by person(s) who have not had access to the UNIVERSITY'S confidential information; or,
  - (e) Information that is required to be disclosed by operation of law.
4. For purposes of keeping INFORMATION confidential, ALUMNI CLUB shall use efforts at least commensurate with those employed by ALUMNI CLUB for the protection of its own confidential information.
  5. UNIVERSITY does not make any representation or warranty regarding the accuracy or completeness of the INFORMATION.
  6. Except as specifically provided in this Agreement, no license or any other right to use the INFORMATION is granted. The disclosure of INFORMATION by UNIVERSITY to ALUMNI CLUB shall not result in any obligation on the part of either party to enter into any further agreement relating to the INFORMATION or to undertake any other obligation not set forth in a written agreement signed by both parties.
  7. INFORMATION furnished by UNIVERSITY to ALUMNI CLUB shall remain UNIVERSITY'S property unless otherwise agreed in writing as provided herein, and any documents furnished to ALUMNI CLUB by UNIVERSITY or any excerpts, notes or copies made therefrom containing such INFORMATION shall be promptly returned to UNIVERSITY or destroyed.
  8. Neither party shall be entitled to assign its rights hereunder without the express written consent of the other party.
  9. This Agreement contains the entire understanding between the parties with respect to the matters contemplated herein and supersedes all previous written and oral negotiations, commitments, and understandings. This Agreement cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties and making reference to this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their agents, successors, employees and permitted assigns.
  10. A valid waiver of any term or condition of this Agreement must be in writing and shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach.
  11. If any court of competent jurisdiction holds any part of this Agreement to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Agreement.

12. A facsimile signature by any party to this Agreement shall be deemed sufficient to indicate acceptance of the terms and obligations of the same.
13. The validity and effect of this Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Oklahoma, without giving force or effect to the principles of conflicts of laws of Oklahoma.
14. The undersigned warrant and represent that they are duly authorized as president of the ALUMNI CLUB to execute this Agreement and legally bind their respective parties to its terms and conditions and when fully executed this Agreement constitutes the legal, valid, and binding obligation of the parties.

WHEREFORE, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ALUMNI CLUB  
OR SOCIETY

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF OKLAHOMA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_