



Non-Disclosure Agreement (NDA) and Acceptable Use Agreement for Access to the University of Arizona Health Sciences' eRegulatory system ("System").

This Non-Disclosure Agreement ("Agreement") is entered into on this _____ ("Effective Date"), by and between:

The University of Arizona Health Sciences, located at 1670 E. Drachman Street, Tucson, AZ, 85721 ("Disclosing Party"),

and

_____, an employee of _____ ("Receiving Party").

Collectively, the Disclosing Party and the Receiving Party shall be referred to as the "Parties."

Recitals:

WHEREAS, the Disclosing Party possesses and maintains certain confidential and sensitive information ("Confidential Information") that is essential to its business operations.

WHEREAS, the Receiving Party is granted access to the Disclosing Party's system containing this Confidential Information for the purpose of ("Purpose")

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definition of Confidential Information:

"Confidential Information" shall refer to any information, data, documents, or materials, whether in oral, written, electronic, or any other form, that is disclosed by the Disclosing Party to the Receiving Party during the term of this Agreement and that is identified as confidential or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure.

2. Obligations of the Receiving Party:

a. The Receiving Party shall use the Confidential Information solely for the Purpose stated above and shall not disclose, reproduce, distribute, or otherwise make available the Confidential Information to any third party without the prior written consent of the Disclosing Party.

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b. The Receiving Party shall take all reasonable measures to safeguard and protect the Confidential Information, including implementing security measures to prevent unauthorized access. The Receiving Party shall not:

- i. share or make available System authentication and access credentials with any other individual or entity,
- ii. engage in any activities that may disrupt or harm the System, including to introduce any virus; malware; or malicious code, software, or programs into the System,
- iii. attempt to gain access any data or information in the System other than the data and information required to fulfill the Purpose,
- iv. attempt to circumvent any security controls in the System, or
- v. engage in any activity that is illegal, unethical, or in violation of University of Arizona policies or applicable laws and regulations

c. The Receiving Party shall limit access to the Confidential Information to only those of its employees, contractors, or agents who have a legitimate need to access such information for the Purpose and who must be informed of and are bound by the terms of this Agreement.

d. The Receiving Party shall report any suspected security breaches, data breaches, unauthorized access, data loss, or suspicious activities to the Disclosing Party immediately.

e. The Parties agree that all information and data contained in and derived from data in the System is, and will remain, the intellectual property of the University of Arizona.

3. Term and Termination:

a. This Agreement shall commence on the Effective Date and shall continue in effect for the duration of the Receiving Party's access to the system containing the Confidential Information.

b. Upon termination of the Receiving Party's access to the system or completion of the Purpose, the Receiving Party shall promptly return or destroy all copies of the Confidential Information and any materials derived therefrom. After termination of the agreement, the Receiving Party shall not disclose any confidential information to any parties outside of this agreement.

4. Remedies:

The Parties acknowledge that any unauthorized use or disclosure of Confidential Information may cause irreparable harm to the Disclosing Party. In the event of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

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5. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the city of Tucson, Pima County, Arizona.

6. Agreement:

This Agreement constitutes the entire understanding between the Parties concerning the non-disclosure and acceptable use of the System and supersedes all prior agreements, discussions, representations, or understandings, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure and Acceptable Use Agreement as of the Effective Date.

Company Name:

Signed:

Name:

Date:

University of Arizona Health Sciences

Signed:

Name:

Date: