

**Standard Confidentiality Agreement – Governor’s Office of Economic Development**

In conjunction with a potential relationship between the Utah Governor’s Office of Economic Development (“GOED”) and \_\_\_\_\_ (“Applicant”), Applicant has agreed to provide confidential information about its organization. It is agreed, as set forth below, to treat as confidential any Confidential Material (hereinafter defined) that Applicant furnishes in connection with our mutual evaluation of a potential relationship.

“Confidential Material” shall mean any documents or information of the Applicant, including but not limited to trade secrets, proprietary information, business strategies, accounts (including potential accounts), marketing and advertising practices, financial data, employee and staffing information, customer data or personally identifiable information, and any other confidential business practices or potential confidential business practices of Applicant.

The Confidential Material does not include information that: (1) is or becomes generally available to the public other than as a result of a disclosure by the party bound hereby to confidentiality as to such information; (2) is publicly known prior to or after disclosure hereunder other than through acts or omissions attributable to the recipient or its employees or representatives; (3) as demonstrated by prior written records, is already known to the recipient at the time of disclosure hereunder; (4) is disclosed in good faith to the recipient by a third party having a lawful right to do so; (5) is required to be disclosed by law; (6) is available on a non-confidential basis prior to its disclosure; (7) is or becomes available on a non-confidential basis from a source other than a party hereto, provided that such source is not also bound by a confidentiality agreement of which the disclosing party is aware.

We jointly agree that the Confidential Material will be used only for the purposes of considering a relationship between GOED and Applicant and may be disclosed only to our respective officers, directors, counsel, or other agents who need to have access to the Confidential Material for the purpose of evaluating a potential relationship, all of whom will be directed to treat the Confidential Material as confidential.

In the event GOED is required, with respect to any judicial, governmental or administrative proceeding, to disclose any Confidential Material, GOED agrees to provide Applicant with prompt notice of such request prior to such disclosure, so that an appropriate protective order or waiver of compliance with the provisions of this agreement can be sought.

Unless and until there is a definitive agreement between Applicant and GOED, neither party will be under any legal obligation of any kind except for matters specifically agreed to herein. In the event of a breach hereof, the non-breaching party, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

The provisions of this agreement shall be governed by the laws of the State of Utah. The parties to this agreement will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this agreement or the breach thereof. Venue shall be in Salt Lake City, Utah in the Third District Court for Salt Lake County. If there is any mediation between the parties it will occur in Salt Lake City, Utah.

Upon execution of this agreement, Applicant and GOED will be bound with respect to the subject matter hereof.

Confirmed and agreed to:  
Applicant: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Dated: \_\_\_\_\_

Confirmed and agreed to:  
Utah Governor’s Office of Economic Development  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Dated: \_\_\_\_\_