

PURPOSE

This Agreement should be used for disclosures of Confidential Information, (i.e., where members of the SCRLC are disclosing Confidential Information to, and receiving Confidential Information from, other members of the SCRLC)

PLEASE READ - Important Instructions for completing the NDA

1. **Fill in name, state of incorporation, and address of Participant Companies on page 6.** Use Participant Company's corporate address unless the NDA is entered into between only one division or location of Participant Company.
2. **Obtain signatures.** A Director level or higher must sign on behalf of all SCRLC members. The NDA **must** be signed by all parties to the Agreement prior to distribution.
3. **Email** the signed soft copy of the NDA to info@scrlc.com

**IF YOU HAVE ANY QUESTIONS REGARDING THIS PROCEDURE PLEASE
CONTACT SCRLC GOVERNANCE COUNCIL AT:
<mailto:info@scrlc.com>**

SCRLC MULTIPLE PARTY MUTUAL NON-DISCLOSURE AGREEMENT

A SCLRC member, each hereinafter sometimes individually referred to as the "Party" and collectively as the "Parties". In consideration of the mutual promises and covenants contained in this Agreement and the disclosure of confidential information to each other, the Parties to this Agreement agree as follows:

1.0 DEFINITION

"Confidential Information" means the terms and conditions of this Agreement, the existence of the discussions between the Parties, the information described in Section 2 below, and any other information concerning the Purpose defined below, including but not limited to, information regarding each Party's product plans, product designs, product costs, product prices, finances, marketing plans, business opportunities, personnel, research and development activities, know-how and pre-release products; provided that information disclosed by the disclosing party ("Disclosing Party") in written or other tangible form will be considered Confidential Information by the receiving party ("Receiving Party") only if such information is conspicuously designated as "Confidential," "Proprietary" or a similar legend. Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure; and (ii) confirmed in writing within thirty (30) days of disclosure. Confidential Information disclosed to the Receiving Party by any affiliate or agent of the Disclosing Party is subject to this Agreement.

2.0 DESCRIPTION

The Confidential Information to be disclosed under this Agreement is described as follows:

Confidential information shared by the SCRLC members including Best Practices in Supply Chain Risk Management, Business Continuity Planning, and Supply Chain Resiliency Metrics such as Time to Recover. Information disclosed could also include proprietary market research, sales information such as sources of revenue and shipment volumes, core suppliers, key customers, strategic business objectives, and business trends.

3.0 PURPOSE

A Receiving Party may use the Confidential Information solely for the purpose of ("Purpose"): Receiving Parties shall use the Confidential Information solely for the purpose of learning industry Best Practices in Risk Management and applying said learning to the Receiving Party's business as a means to strengthen the Receiving Party's Risk Management and Business Continuity infrastructure and systems.

4.0 DISCLOSURE

The Receiving Party shall not disclose the Confidential Information to any third party other than employees and contractors of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party shall have entered into non-disclosure agreements with such employees and contractors having obligations of confidentiality as strict as those herein prior to disclosure to such employees and contractors to assure against unauthorized use or disclosure.

5.0 EXCEPTIONS TO CONFIDENTIAL INFORMATION

The Receiving Party shall have no obligation with respect to information which: (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is developed by or for the Receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence; and (v) is transmitted by a Party after receiving written notification from the other Party that it does not desire to receive any further Confidential Information. Further, the Receiving Party may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides the Disclosing Party: (a) prior written notice of such obligation; and (b) the opportunity to oppose such disclosure or obtain a protective order.

6.0 RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon written request by the Disclosing Party, the Receiving Party shall: (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) business days of receipt of request, and (iii) upon request of the Disclosing Party, confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7.0 ELECTRONIC MAIL (E-Mail)

All e-mail addresses including telephone or other contact numbers, home or office addresses belonging to the members of the council or their associates, or other names which may be displayed or listed in e-mail correspondence between members of the council and any of their associates, will be deemed confidential and private and not shared, sold, or distributed to any third party, in any way, without prior agreement of all council members.

8.0 INDEPENDENT DEVELOPMENT

The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development. Neither party shall have any obligation to limit or restrict the assignment of its employees or consultants as a result of their having had access to Confidential Information. Further, subject to any copyrights, mask work rights or patent rights, the parties agree that as a result of exposure to Confidential Information of

the Disclosing Party, employees of the Receiving Party may gain or enhance general knowledge, skills and experience (including ideas, concepts, know-how and techniques) related to Receiving Party's business ("General Knowledge"). The subsequent use by these employees of such General Knowledge as retained in their unaided memories, without reference to Confidential Information in written, electronic or other fixed form, shall not constitute a breach of this Agreement. Neither party shall have any obligation to limit or restrict the assignment of persons or to pay royalties for any work resulting from the use of such General Knowledge.

9.0 NO LICENSES

Each Party shall retain all right, title and interest to that Party's Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or hereafter may be obtained by such Party is either granted or implied by the disclosure of Confidential Information.

10.0 DISCLAIMER

CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

None of the Confidential Information disclosed by any of the Parties constitutes any representation, warranty, assurance, guarantee or inducement by any Party to any other Party with respect to the infringement of trademarks, patents, copyrights, any right of privacy, or any rights of third persons.

11.0 EXPORT

The Parties acknowledge that the Confidential Information disclosed by each of them under this Agreement may be subject to export controls under the laws of the United States. Each Party shall comply with such laws and agrees not to knowingly export, re-export or transfer Confidential Information of the other Parties without first obtaining all required United States authorizations or licenses.

12.0 TERM

This Agreement shall continue from the "Effective Date" written and will continue for the length of the company's participation in the SCRLC and for a period of 2 years after they discontinue participation in the council. The obligations of any Receiving Party concerning confidentiality shall terminate five (5) years following receipt of the Confidential Information.

13.0 ARBITRATION

Any controversy, claim, or dispute arising out of or relating to the performance, breach, construction, interpretation, or enforcement of this Agreement, including disputes relating to the scope of this arbitration clause or arising under state or federal antitrust or trade practices laws, shall, if not resolved through negotiations between or among the parties, be submitted to mandatory, binding, confidential arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 et seq. to the exclusion of all state laws. The parties hereby waive their rights to recover damages in any court. The arbitration shall proceed in accordance with the rules of the American Arbitration Association or such other rules for arbitration to which the parties may agree.

14.0 GENERAL

Each Party acknowledges that monetary remedies may be inadequate to protect Confidential Information and that injunctive relief may be appropriate to protect such Confidential Information.

The Receiving Party shall not reverse-engineer, decompile or disassemble any software disclosed to it under this Agreement and shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from the Disclosing Party.

The Parties hereto are independent contractors. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

If any term of this Agreement shall be held to be illegal or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.


This Agreement may only be modified in writing and must be signed by all Parties.

This Agreement shall be construed in accordance with the Federal Laws of the United States.

This Agreement represents the entire agreement of the Parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties with respect thereto.

SCRLC MULTIPLE PARTY MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into on the 6th day of June, 2013 ("Effective Date"), between the members of the SCRLC. An SCLRC member, each hereinafter sometimes individually referred to as the "Party" and collectively as the "Parties". In consideration of the mutual promises and covenants contained in the attached Agreement and the disclosure of confidential information to each other, the Parties agree the to terms this Agreement.

Company Name Dell Inc.
Address One Dell Way
City Round Rock
State Texas
Country USA
Postal Code 78682
Printed Name Janet B. Wright
Title VP – Legal
Signature 
Date June 6, 2013