



**VENDOR CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT**, by and between \_\_\_\_\_ (rep name), employed by \_\_\_\_\_ company (“Recipient”) and The Van Andel Research Institute (“VARI”), Van Andel Education Institute (“VAEI”) and Van Andel Institute Graduate School (“VAIGS”), herein collectively referred to as (“VAI”) 333 Bostwick Ave. NE, Grand Rapids, Michigan 49503, is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ for the purpose of ensuring confidentiality in connection with any confidential information that the vendor representative may come in contact with in their interaction with VAI staff as defined below.

For purposes of this Agreement, Confidential Information shall mean all information provided to Recipient by VAI or VAI’s designated representative, or information regarding or belonging to VAI and disclosed by VAI directly or indirectly, including, without limitation, (i) technical information, inventions, patent applications, know-how, trade secrets, educational materials, software, methods and techniques, products, apparatus data, research, developments, designs, marketing and promotional materials, business policies or practices, suppliers, and other information in oral, written, physical, visual, demonstrated, graphic, recorded, photographic, or any machine-readable form, including information disclosed orally and subsequently reduced to writing, and including correspondence, memoranda, notes, reports, e-mail, formulas, samples, equipment, compilations, designs, drawings, and blueprints.; (ii), information acquired by Recipient, by observation or otherwise, during a visit to VAI facilities; (iii) information or other work product developed by Recipient and/or VAI in connection with this Agreement; and (iv) information which VAI is under an obligation to third parties to maintain as confidential. Confidential Information shall not include any information that (i) was publicly known prior to disclosure by VAI under this Agreement as shown by written records; (ii) becomes publicly known from a source other than Recipient; (iii) is disclosed to Recipient by a third party having a legal right to make such disclosure; or (iv) is required to be disclosed by applicable laws or regulations or with a court or administrative order, provided, however, Recipient shall promptly notify VAI and shall not disclose any information without VAI’s prior written consent or until VAI has exhausted any legal action it may take to prevent or limit the requested disclosure.

**IN CONSIDERATION** of VAI or VAI-designated representatives disclosing Confidential Information to Recipient and other valuable consideration, Recipient, defined to include its officers, employees, consultants, affiliates and agents, agrees as follows:

1. Recipient shall receive and maintain in strict confidence all Confidential Information.
2. Recipient shall not take photos or electronically capture any information from any VAI laboratory, classroom, or work site without the express written permission from a senior officer of VAI or the VAI Director of Materials Management.
3. Recipient shall not distribute, disclose or disseminate any Confidential Information to anyone, except employees of Recipient who have a definable need to know for purposes of furthering the authorized purpose of the disclosure.
4. Recipient shall not utilize any Confidential Information for any purpose other than the contemplation of this Agreement.
5. Recipient’s employees and agents to whom Confidential Information is to be disclosed will be obligated to protect the Confidential Information to the same extent as Recipient.
6. In the event that samples of products or other items are furnished to Recipient in connection with this Agreement, Recipient shall (a) disclose to VAI all results of any test conducted on such samples; (b) return to VAI any remaining portion of such samples at the conclusion of the evaluation; and (c) treat any data or information generated from analyses of the samples as Confidential Information hereunder.
7. At VAI’s request, Recipient shall return to VAI all Confidential Information of a returnable nature covered by the terms of this Agreement.

By executing this Agreement, Recipient warrants and represents that it has a right to enter into this Agreement with VAI and that the Agreement does not violate policies, if any, of institutions with which Recipient is affiliated or any other Recipient contract or relationship.

Recipient understands and agrees that (i) no license or other right is granted under this Agreement to any aspect of the Confidential Information, or to, or under, any existing or future patent, trademark, trade secret or other form of intellectual property or tangible property, and (ii) no rights are granted other than for the limited purpose contemplated by this Agreement. Nothing contained in this Agreement shall be deemed to create any relationship between the parties except as specified herein. Specifically, this Agreement does not create a relationship between the parties, or their affiliates, of employment, consultancy, agency, joint venture, or partnership, and neither party shall have the power to obligate the other beyond the scope of the disclosure contemplated within this Agreement.

VAI makes no representations or warranties, express or implied, regarding the value or suitability for any purpose of the Confidential Information.



Van Andel Institute®

**VENDOR CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Vendor Representatives risk being censured or debarred from doing business with VAI and may lose access privileges to VAI if they do not follow the terms of this agreement.

The obligations of confidentiality and non-use shall expire fifteen (15) years from the date of this Agreement set forth above. This Agreement is in addition to and does not supersede any prior agreements of confidentiality or non-disclosure between Recipient and VAI.

**Van Andel Institute**

**Vendor:** \_\_\_\_\_

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

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

Name: Richard M. Disbrow, C.P.M.

Name \_\_\_\_\_

Title: Director Materials Management

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

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

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