# Mutual Non-Disclosure & Limited License Agreement

This Mutual Non-Disclosure & Limited License Agreement ("Agreement") is made and entered into as of the date of the last signature below ("Effective Date") by and between **The Opioid Response Coalition (TORC)**, and **[Institution Name]**, a scholastic institution located at [Institution Address] (the "Institution"). TORC and the Institution are each referred to as a "Party" and collectively as the "Parties."

### 1. Purpose

The purpose of this Agreement is to allow the Institution to participate in TORC's Campus Pilot Program (the "Program"). Under the Program, TORC will provide the Institution with proprietary design files and information to manufacture, adorn with art, and deploy a limited number of Narcan vending machines. This Agreement protects TORC's intellectual property while granting the Institution a limited license to use it for the Program's specific, non-commercial, public health objectives.

### 2. Definitions

* **"Confidential Information"** includes, but is not limited to, the Design Files, as well as any non-public technical, financial, or business information disclosed by one Party to the other in connection with the Program.
* **"Design Files"** refers to all proprietary CAD files, schematics, print specifications, bill of materials, assembly guides, and related documentation provided by TORC to the Institution for the purpose of manufacturing Output Units.
* **"Output Units"** are the physical Narcan vending machines manufactured by the Institution using the Design Files.
* **"Artwork"** refers to the original visual art created for and applied to an Output Unit as a mandatory component of the Program.
* **"QR/Data"** refers to TORC’s proprietary QR code sticker and the associated feedback loop which collects anonymized usage and inventory data.

### 3. Confidentiality Obligations

The Institution agrees to:

* Hold all Confidential Information in strict confidence and not disclose it to any third party without TORC’s prior written consent. Access shall be limited to faculty, staff, and students directly involved in the Program who are bound by similar confidentiality obligations.
* Use the Confidential Information solely for the purposes of participating in the Program as outlined in this Agreement.
* Take all reasonable measures to protect the secrecy of and avoid unauthorized use or disclosure of the Confidential Information.

### 4. Intellectual Property Ownership

The Institution acknowledges and agrees that TORC is the sole and exclusive owner of the Design Files and all associated intellectual property rights. Nothing in this Agreement grants the Institution any rights of ownership in the Confidential Information or Design Files.

### 5. Limited License Grant

* **Grant:** TORC grants the Institution a limited, non-exclusive, non-transferable, and non-sublicensable license to use the Design Files to manufacture up to ten (10) Output Units.
* **Scope of Use:** The Output Units shall be used exclusively for placement on the Institution’s campus or within mutually agreed-upon fraternity or sorority chapter houses. Any other placement requires prior written authorization from TORC.
* **Request for Additional Units:** The Institution may request, in writing, TORC’s permission to manufacture more than ten (10) Output Units. TORC may grant or deny such a request at its sole discretion.
* **Prohibitions:** The Institution is expressly prohibited from (a) distributing, selling, or sharing the Design Files outside the Institution; (b) reverse engineering, disassembling, or decompiling the Design Files or Output Units; and (c) creating derivative works from the Design Files for any purpose other than fulfilling its obligations under this Program.

### 6. Program Requirements

As a condition of the license grant, the Institution shall:

* **Artwork:** Ensure every Output Unit features original Artwork. The creating artist(s) must be compensated between $100 and $200 per completed Output Unit.
* **QR/Data Feedback Loop:** Affix TORC’s provided QR sticker to each Output Unit. The QR code’s destination link may not be altered, though co-branding the sticker is permitted. The Institution must participate in TORC’s feedback loop by ensuring data connectivity and providing anonymized usage/inventory reports to TORC on a monthly basis.
* **Safety & Compliance:** Assume full responsibility for manufacturing, installing, maintaining, and stocking the Output Units in a safe and secure manner, in compliance with all applicable local, state, and federal laws and regulations.

### 7. Optional Artist Royalty Program

TORC offers an optional program for artists to receive future royalties. If an artist opts in, TORC is granted the right to create vinyl reproductions of their Artwork for use on future Output Units sold to other parties. For each unit sold featuring the reproduced Artwork, TORC will pay the original artist a royalty of $100. The Institution agrees to facilitate the presentation of this optional program to participating artists.

### 8. Term and Termination

* **Term:** This Agreement begins on the Effective Date and will continue until the conclusion of the Campus Pilot Program at the Institution, unless terminated earlier as provided herein.
* **Termination:** Either Party may terminate this Agreement for any reason with thirty (30) days' written notice. TORC may terminate this Agreement immediately upon written notice if the Institution breaches any material term, including the confidentiality or license provisions.
* **Effect of Termination:** Upon termination or expiration, the license granted herein shall cease immediately. The Institution must promptly return or, upon TORC’s instruction, securely delete all copies of Confidential Information and provide written certification of such destruction. Confidentiality obligations shall survive termination.

### 9. Disclaimer and Limitation of Liability

* **No Warranties:** THE DESIGN FILES AND CONFIDENTIAL INFORMATION ARE PROVIDED "AS IS." TORC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THEIR ACCURACY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE.
* **Limitation of Liability:** IN NO EVENT SHALL TORC BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE DESIGN FILES OR OUTPUT UNITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 10. General Provisions

* **Notices:** All notices shall be sent via email to the contacts below and deemed delivered upon receipt.
  + **For TORC:**[anthony@conscienceconduit.org](mailto:anthony@conscienceconduit.org), [cynthia@livegy.org](mailto:cynthia@livegy.org)
  + **For Institution:** [Institution Contact Email]
* **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the United States, without regard to its conflict of law principles.
* **Equitable Relief:** The Institution acknowledges that a breach of its confidentiality obligations will cause irreparable harm to TORC for which monetary damages would be inadequate. Accordingly, TORC shall be entitled to seek equitable relief, including an injunction, in addition to any other remedies available at law.
* **Relationship of Parties:** The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between them.
* **Entire Agreement:** This document constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior communications or agreements. Any amendments must be in writing and signed by both Parties.
* **Severability:** If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement.
* **Signatures:** This Agreement may be executed in counterparts, and electronic signatures shall be deemed as original.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

**THE OPIOID RESPONSE COALITION (TORC)**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**[INSTITUTION NAME]**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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