

NONDISCLOSURE AGREEMENT

This Agreement is entered into as of the date written below, by and between The Board of Trustees of the Cooper Union for the Advancement of Science and Art ("Cooper Union") and _____ (the "Financial Monitor"), in [his/her] capacity as described in Section VI of the Consent Decree by and between Cooper Union, The Committee to Save Cooper Union, Inc., and The People of the State of New York, by Eric Schneiderman, Attorney General of the State of New York, dated _____ (the "Consent Decree").

- I. **Purpose.** The parties to the Consent Decree have selected a Financial Monitor who will be responsible for evaluating and reporting on the financial management of Cooper Union, including compliance with the Consent Decree. As part of that process, the Financial Monitor will be provided with certain information and documents that Cooper Union considers confidential. This Agreement is intended to prohibit the Financial Monitor from using and disclosing such information except in conformity with this Agreement

- II. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings ascribed to them in this Section.
 1. **"Confidential Information"** means, without limitation, any financial, legal, business, employment, technical or marketing information relating to Cooper Union and identified by Cooper Union at the time of disclosure, either orally or in writing, as confidential, except information that prior to, or after disclosure entered the public domain through no act or omission of the Financial Monitor.

 2. **"Confidential Materials"** means all tangible materials containing Confidential Information including, without limitation, written or printed documents and electronic or computer files.

- III. **Restrictions and Obligations.**
 1. The Financial Monitor shall use Confidential Information solely for the purpose of evaluating and reporting on the financial management of Cooper Union, as described in Section VI of the Consent Decree.

 2. Unless required to do so by governmental or judicial order, the Financial Monitor shall not disclose any Confidential Information to any third party other than the Financial Monitor's employees and professional advisors to whom such disclosure is reasonably necessary, and who are informed of their confidential nature and agree in writing to be bound by the terms of this Agreement. If disclosure is required by governmental or judicial order, the Financial Monitor shall give Cooper Union prompt notice of such order and shall comply with any protective order (or equivalent) limiting such disclosure.

3. The Financial Monitor shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information.
4. Upon written request by Cooper Union, the Financial Monitor agrees to return all Confidential Information and Materials, and all copies thereof, to Cooper Union, and to destroy all extracts, reproductions, analyses, or other documents prepared by the Financial Monitor for internal use that reflect the Information and Materials upon request, unless retention of the Confidential Information is otherwise required by law and provided that the Financial Monitor maintains the confidentiality of all retained information in accordance with this Agreement.

- IV. Remedies. The Financial Monitor acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of Confidential Information and that Cooper Union may seek, without waiving any other rights or remedies, such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- V. Miscellaneous.
1. All Confidential Information and Confidential Materials are and shall remain the property of Cooper Union. By disclosing information to the Financial Monitor, Cooper Union does not grant any express or implied right to the Confidential Information or Confidential Materials to the Financial Monitor.
 2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions and agreements, whether oral or written, with respect to Confidential Information. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Cooper Union, its agents, or employees, but only an instrument in writing signed by an authorized officer of Cooper Union. No waiver of any provision of this Agreement shall constitute a waiver of any provision(s) or of the same provision on another occasion. The parties understand and intend that each such restriction agreed to by them herein shall be construed as separable and divisible from every other restriction, that the enforceability of any one restriction shall not limit the enforceability in whole or in part of any other restriction and that one or more of all of such restrictions may be enforced in whole or in part as the circumstances warrant.
 3. This Agreement shall be construed and controlled by the laws of the State of New York, without regard to rules governing choice of law, and both parties consent to jurisdiction by the state and federal courts sitting in the State of New York.
 4. All obligations created by this Agreement shall survive change or termination of the parties' business relationship.
 5. The term of this agreement shall be ____ years from the date of signature.
 6. This agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement.

Accepted and agreed to as of the date written below:

The Board of Trustees of the Cooper Union
for the Advancement of Science and Art:

By: _____

Date:

Name:

Title:

Financial Monitor:

By: _____

Date:

Name:

Title:
