**SOFTWARE DEVELOPMENT NON-DISCLOSURE AGREEMENT**

**I. THE PARTIES**. This Software Development Non-Disclosure Agreement, hereinafter known as the “Agreement”, is created on the 20th day of February 2022 by and between Donald Seinen, hereinafter known as the “1st Party”, and \_\_**name**\_\_, hereinafter known as the “2nd Party”, and collectively known as the “Parties”.

WHEREAS, this Agreement is created for the purpose of preventing the unauthorized disclosure of the confidential and proprietary information regarding the development of Machine Learning Pipeline with its purpose of fulfillment of Nanjing University course 020205D17, entitled “Machine Learning using R”, hereinafter known as the “Software”. The Parties agree as follows:

**II. TYPE OF AGREEMENT**. Check One (1)

- **Mutual** – This Agreement shall be Mutual, whereas, the Parties shall be prohibited from disclosing confidential and proprietary information that is to be shared between one another in an effort to develop the Software.

- **Unilateral** – This Agreement shall be Unilateral, whereas, the 1st Party shall have sole ownership of the Software with the 2nd Party being prohibited from disclosing confidential and proprietary information that is to be released by the 1st Party in an effort to develop the Software.

**III. DEFINITION**. For the purposes of this Agreement, the term “Confidential Information” shall include, but not be limited to, software products, software source code or any related codes in all formats, business plans, financial statements, customers or users, analytical data, documentation, and correspondences that have not otherwise been made publicly available.

However, Confidential Information does not include:

(a) information generally available to the public;

(b) widely used programming practices or algorithms;

(c) information rightfully in the possession of the Parties prior to signing this Agreement; and

(d) information independently developed without the use of any of the provided Confidential Information.

**IV. OBLIGATIONS**. The obligations of the Parties shall be to hold and maintain the Confidential Information in the strictest of confidence at all times and to their agents, employees, representatives, affiliates, and any other individual or entity that is on a “need to know” basis. If any such Confidential Information shall reach a third (3rd) party or become public, all liability will be on the Party that is responsible. Neither Party shall, without the written approval of the other Party, publish, copy, or use the Confidential Information for their sole benefit. If requested, either Party shall be bound to return any and all materials to the Requesting Party within 5 days.

**V. TIME PERIOD**. The bounded Party’s(ies’) duty to hold the Confidential Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing such Party from this Agreement, or after August 31st, 2022.

**VI. RELATIONSHIP**. The Parties agree that there is no such statement in this Agreement that suggests any Party is an employee, partner, or that the Software is a joint venture. All ownership interests, if any, shall be stated in a separate agreement.

**VII. SEVERABILITY**. If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Parties.

**VIII. INTEGRATION**. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgment of the Parties.

**IX. Enforcement**. The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The harmed Party shall be entitled to all remedies available at law.

**X. GOVERNING LAW**. This Agreement shall be governed under the laws in China.

**1st Party’s Signature** A picture containing flying

Description automatically generatedDate February 22, 2022.

Print Name Donald Seinen.

**2nd Party’s Signature** \_\_**Signature**\_\_ Date \_\_**M/DD/YYYY**\_\_.

Print Name \_\_**name**\_\_