SIGMathLing - Reciprocal Nondisclosure Agreement

2nd Draft of 2017-12-23

This Nondisclosure Agreement (the "Agreement") is entered into by and between

1. **The Special Interest Group for Mathematics Linguistics**,
   ("SIGMathLing") and
2. _____
   ("Member");
   - Affiliation

     _____
   - email:

     _____
   - github account:

     _____,

for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information.

For purposes of this Agreement, "Confidential Information" shall include all data sets

1. disclosed to SIGMathLing by the Member for the purposes of sharing in the SIG (Member as "Disclosing Party" and SIGMathLing as "Receiving Party") and
2. disclosed to the Member by SIGMathLing to the Member for the purposes of research and and development (SIGMathLing as "Distributing Party" and Member as "Receiving Party").

Data sets are computer files with data about for example document corpora, semantic annotations to these, linguistic examples, and software resources such as grammars or models. Data sets are accompanied by a public license, which delineates the confidentiality restrictions of the data set.

2. Exclusions from Confidential Information.

Receiving Party's obligations under this Agreement do not extend to information that is:

1. publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving or Distributing Parties;
2. discovered or created by the Receiving Party before disclosure by Disclosing or Distributing Parties;
3. learned by the Receiving Party through legitimate means other than from the Disclosing or Distribuging Party's representatives; or
4. is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party.

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the SIGMathLing Members. Distributing Party shall carefully restrict access to Confidential Information to SIGMathLing Members. Receiving Party shall not, without prior written approval of Disclosing Party, publish, copy, or otherwise disclose to others, or permit the use by others, any Confidential Information. Receiving Party shall permanently destroy all instances of Confidential Information immediately if Disclosing Party or Distributing Pary requests it in writing. This provision automatically applies in the case Receiving Party ceases SIGMathLing membership or upon the dissolution of SIGMathLing.

4. Time Periods.

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Written Communication

For the purposes of this agreement, "written communication" includes electronic forms of communication, such as e-mail.

6. Severability.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. 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 a writing signed by both parties.

8. Waiver.

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. Signatures

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

_____ (Member Signature)

_____ (Typed or Printed Name)

Date: _____ Place: _____

_____ (Signature)

Prof. Dr. Michael Kohlhase (for SIGMathLing)

Date: _____ Erlangen, Germany