

**THE HESS CONSORTIUM HIGHER EDUCATION COLLECTIVE PROGRAM  
ORACLE CLOUD FOR HIGHER EDUCATION NON-DISCLOSURE AGREEMENT**

This non-disclosure Agreement (“agreement”) is between the HESS Consortium and the HESS Consortium member institution (“member institution”) signing below.

By signing this Agreement, the HESS Consortium member institution agrees that:

1. Member institutions will not disclose, and it will maintain the confidentiality of
  - a. All disclosed pricing for the Oracle Cloud for Higher Education application and services as provided in the exclusive negotiated contract with DRIVESTREAM, INC. through THE COALITION FOR COLLEGE COST SAVINGS.
  - b. All disclosed pricing and financing options for implementation services from DRIVESTREAM, INC., as provided in the exclusive contract with the COALITION FOR COLLEGE COST SAVINGS.
  - c. All disclosed financing options for implementation services through the COALITION FOR COLLEGE COST SAVINGS specific to the HESS Consortium Collective.
  - d. All contract provisions from ORACLE CORPORATION, the Coalition for College Cost Savings, and DRIVESTREAM, INC. specific to the HESS Consortium Collective.
2. Member institutions will use this confidential information only for purposes of assessing whether it will elect to purchase the application and services offered to the HESS Consortium Collective.
3. Member institutions will disclose this information only to individuals within its respective institution who need to know the information for the purposes of assessing whether the institution purchases the application and services offered to the HESS Consortium Collective. Individuals to whom this information is disclosed are required to protect the confidential information on terms consistent with this agreement. Registered HESS Consortium Collective member institutions may, however, discuss products, services and pricing with other registered HESS Consortium Collective members who have signed this non-disclosure agreement.
4. Member institutions that are working with third-party contracted service providers to evaluate applications and services options shall require the service provider to adhere to the provisions of this NDA and will include such a requirement in the institution’s contract with the third-party provider.
5. Member institutions may disclose this confidential information if it is required to do so to comply with a court order or other government demand that has the force of law. However, the member institution discloses the confidential information, it will notify the HESS Consortium Collective to seek to protect the confidential information and provide adequate prior notice to the Coalition for College Cost Savings.
6. Should the member institution not purchase the application and services offered through the HESS Consortium Collective Program, the member institution agrees to do all due diligence to destroy all the information or return it to the HESS Consortium Collective promptly. Member institutions will provide to the HESS Collective Consortium, upon request and within ten days, a certificate of its executive officers, and if applicable, third-party consultants, certifying that all confidential information has either been destroyed or returned to the HESS Collective Consortium.

**TERM**

The institution agrees that it will not disclose the confidential information for as long as the information is designated as confidential by one or more of the HESS Consortium, HESS Consortium Collective, COALITION FOR COLLEGE COST SAVINGS, ORACLE Corporation, and DRIVESTREAM, Inc.

**ACKNOWLEDGEMENT**

*To be signed by a designated **corporate officer** of the HESS Consortium member institution (an individual who has designated authority to legally bind the institution, for example, President, Chief Financial Officer, Chief Academic Officer/Provost)*

ON BEHALF OF \_\_\_\_\_ [HESS member institution]

I ACKNOWLEDGE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 THAT MY INSTITUTION UNDERSTANDS AND WILL ADHERE TO THIS NON-DISCLOSURE AGREEMENT PUT FORTH BY THE HESS CONSORTIUM.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ (print)

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

Institution: \_\_\_\_\_