

**THE HESS CONSORTIUM HIGHER EDUCATION TECHNOLOGY COLLECTIVE
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 institutions”) 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 cooperative contract with MYTHICS, INC. through E&I Cooperative Services, Inc.
 - b. all disclosed pricing and financing options for implementation services from DRIVESTREAM, INC., as a subcontractor of MYTHICS, INC.
 - c. all contract provisions from MYTHICS, INC., ORACLE CORPORATION, and DRIVESTREAM, INC. specific to the HESS Consortium Collaborative.
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 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 Collective. Individuals to whom this information is disclosed are required to protect the confidential information on terms consistent with this agreement. Registered HESS Collective member institutions may however discuss products, services and pricing with other registered HESS Collective members who have signed this non-disclosure agreement.
4. 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, before the member institution discloses the confidential information, it will notify the HESS Consortium to seek to protect the confidential information and provide adequate prior notice to E&I Cooperative Services.
5. Should the member institution not purchase the application and services offered to the HESS Collective, the member institution agrees do all due diligence in their power to destroy all the information or return it to the HESS Consortium promptly. Member institutions will provide to the HESS Consortium, upon request and within ten days, a certificate of its executive officers certifying that all confidential information has either been destroyed or returned to the HESS 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, E&I Cooperative, MYTHICS, Inc., ORACLE Corporation, and DRIVESTREAM, Inc.

ACKNOWLEDGEMENT

ON BEHALF OF _____ [member institution] I ACKNOWLEDGE THIS _____ DAY OF _____, 2021 THAT MY INSTITUTION UNDERSTANDS AND WILL ADHERE TO THIS NON-DISCLOSURE AGREEMENT PUT FORTH BY THE HESS CONSORTIUM.

(institution name)

Authorized Signature

Date

Name: _____ (print)

Title: _____

Institution: _____