**Confidentiality Agreement**

**Data Validation**

This Confidentiality Agreement (this "**Agreement**"), dated as of *Date* ("**Effective Date**"), is between Council on Dairy Cattle Breeding, an Ohio not for profit corporation located at 4201 Northview Dr. One Town Centre, Suite 302, Bowie, MD 20716 ("**Discloser**"), and *Recipient*, a *State of Organization* *Entity Type* located at *Address* ("**Recipient**").

1. In connection with Recipients’s data validation (the "**Purpose**"), Discloser may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information (as defined in Section 2). Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose or permit access to Confidential Information other than to its affiliates and its or their employees, and directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors (collectively, "**Representatives**") who: (a) need access to such Confidential Information for the Purpose; (b) are informed of its confidential nature; and (c) are bound by written confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a commercially reasonable degree of care. Recipient shall promptly notify Discloser in writing of any unauthorized use, access, or disclosure of Confidential Information and use its best efforts to prevent further use, access, or disclosure. Recipient shall be responsible for any breach of this Agreement caused by its Representatives.
2. "**Confidential Information**" means all non-public, proprietary, or confidential information disclosed before, on, or after the Effective Date, including but not limited to any trade secrets, of Discloser, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential," and all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing ("**Notes**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) Recipient establishes by documentary evidence, was in Recipient's or its Representatives' possession before Discloser's disclosure hereunder; or (d) Recipient establishes by documentary evidence, was or is independently developed by Recipient or its Representatives without using any Confidential Information. Confidential Information also includes: (x) the fact that the parties are in discussions regarding the Purpose (or, without limitation, any termination of such discussions) and that Confidential Information has been disclosed; and (y) any terms, conditions, or arrangements discussed.
3. If Recipient or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure, notify Discloser of such requirements so that Discloser may seek a protective order or other remedy, and Recipient shall reasonably assist Discloser therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.
4. On the expiration or termination of this Agreement, or otherwise at Discloser's written request, Recipient shall, at Discloser's discretion, promptly return to Discloser or destroy all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify in writing the destruction of such Confidential Information.
5. Discloser has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into, or otherwise pursue the Purpose. Discloser makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information, and shall not be liable to Recipient or any other person relating to Recipient's use of any Confidential Information or any errors therein or omissions therefrom.
6. Discloser retains its entire right, title, and interest, including all intellectual property rights, in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.
7. The rights and obligations of the parties under this Agreement expire five (5) years after the Effective Date; provided that with respect to Confidential Information that constitutes a trade secret under applicable law, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.
8. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement will cause irreparable harm and injury to Discloser for which money damages would be an inadequate remedy and that, in addition to remedies at law, Discloser is entitled to equitable relief as a remedy for any such breach or threatened breach without the posting of bond or other security. Recipient waives any claim or defense that Discloser has an adequate remedy at law in any such proceeding. Nothing herein shall limit the equitable or available remedies at law for Discloser.
9. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of Ohio, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Columbus, Franklin County, Ohio. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
10. All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section [10](#a646428)). All notices must be personally delivered or sent prepaid by nationally recognized overnight courier, email (with confirmation of transmission), or certified or registered mail, (in each case, return receipt requested, postage prepaid), and are effective on actual receipt.
11. This Agreement constitutes the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

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| *Recipient* | **Council on Dairy Cattle Breeding** |
| By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:*Name of Recipient Representative*  Title:*Title* | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  João Dürr, CEO |