

**CONFIDENTIAL DISCLOSURE AND SOFTWARE TRANSFER
AGREEMENT**

THIS AGREEMENT ("Agreement"), between the State of Delaware Department of Services for Children, Youth & Their Families (DSCYF), having an address at 92 Christiana Road, New Castle, DE 19720 hereinafter referred to as "**Recipient**," and the University of Utah, having an address at the Office of Sponsored Projects, 201 S. President's Circle, Room 210, Salt Lake City, UT 84112, hereinafter referred to as "**University**", shall govern the conditions of disclosure by University to Recipient of certain Software ("**Software**") relating to: virtual reality training Software for social services workforce. Software, as used herein, includes all such Software actually provided to Recipient, plus any Software derived directly therefrom.

NOW THEREFORE, Recipient and University hereby agree:

1. License.

- A. University grants to Recipient a non-exclusive, non-transferable right to use the Software on file servers connected to a maximum number of user computers, or on a maximum number of user computers, not exceeding the number of user computers specified either on the packaging or by the accompanying letter if one is so provided, and if neither is provided the maximum number shall be twenty (20). Recipient agrees not to use such Software for any commercial purpose, and limit use of Software for the purposes of training, research and education only.
- B. Software is the Virtual Social Work Trainer (VSWT) Software for child welfare training. The Software is provided for pilot testing at no cost to Recipient for the duration of this Agreement.
- C. Recipient agrees that the data created by the Software, memorializing Recipient's interaction with the Software, may be accessed by the University to better inform research, training and software.
- D. Except as provided in (E) below, Recipient shall not disclose Software to others (except to its employees who reasonably require same for the purposes hereof and who are bound to it by like obligation as to confidentiality) without the express written permission of University.
- E. Recipient shall not be prevented from using or disclosing Software:
 - (a) which Recipient can demonstrate by written records was previously known to it;
 - (b) which is now, or becomes in the future, public knowledge other than through acts or omissions of Recipient;
 - (c) which is independently developed by Recipient by those not having access to the Software and which can be proven through verifiable written records; or
 - (d) which is lawfully obtained by Recipient from sources independent of University without any obligation of confidentiality to the University; or
 - (e) which is required to be disclosed by law or by court order providing Recipient shall make reasonable efforts to limit such disclosure.

- F. Recipient shall not transfer Software to any others (except to its employees who are bound to Recipient by like obligations conditioning and restricting access, use, and continued use of Software) without the express written consent of University; except that Recipient shall not be prevented from transferring Software which:
- (a) becomes publicly available other than through acts or omissions of Recipient; or
 - (b) are lawfully obtained by Recipient from sources independent of University.
- G. Recipient shall safeguard Software against disclosure and transmission to others with the same degree of care as it exercises with its own materials of a similar nature.

2. Copyright.

The Software is protected by United States Copyright Law and international treaty provisions. Recipient acknowledges that no title to the intellectual property in the Software is transferred to Recipient. Recipient further acknowledge that title and full ownership rights to the Software will remain the exclusive property of University or its suppliers, and Recipient will not acquire any rights to the Software except as expressly set forth in this Agreement.

3. Limitations.

Recipient agrees that it will not attempt to reverse compile, modify, translate, or disassemble the Software in whole or in part. Recipient may not rent, lease, transfer or sublicense the Software to third parties. Recipient may modify the Software or create derivative works based upon the Software. Should Recipient develop any derivatives works based upon the Software, such derivative works will be jointly owned by University and Recipient. Should Recipient develop a commercially applicable Software, Recipient agrees to inform University of any such development. Recipient further agrees that University and Recipient shall equitably share, based upon relative contribution, any remuneration received should any development be commercialized.

4. Limited Warranties.

University represents that the media on which the Software is furnished will be free from defects in materials and workmanship under normal use.

5. Disclaimer of Warranty.

EXCEPT AS SET FORTH HEREIN, SOFTWARE IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNIVERSITY FURTHER DISCLAIMS ALL EXPRESSED AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATIONS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO LICENSEE AND LICENSEE MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

6. No Liability for Consequential Damages.

IN NO EVENT SHALL UNIVERSITY BE LIABLE TO RECIPIENT FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE SOFTWARE, EVEN IF UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UNIVERSITY'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AGREEMENT FEE PAID BY RECIPIENT, IF ANY.

7. Basis of Bargain.

The limited warranty, exclusive remedies, and limited liability set forth above are fundamental elements of the basis of the agreement between University and Recipient. University would not be able to provide the Software on an economic basis without such limitations.

8. Upgrades.

If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to Recipient on an exchange basis. Recipient agrees by its installation and use of this copy of the Software to voluntarily terminate Recipient's earlier version of the Software nor transfer it to another.

9. Governing Law.

This Agreement will be governed by the laws of the State of Delaware without regard to conflict of laws. Recipient acknowledges that University is a body politic and corporate of the State of Utah. In accepting governing laws of the State of Delaware, University expressly disclaims having waived any obligations, privileges and immunities granted under the laws of the State of Utah to University, as a state entity.

10. Termination.

The use of the Software by Recipient is conditioned upon Recipient's compliance with the terms of this Agreement. This Agreement will terminate in three (3) years from the date of Recipient's signature below, unless extended through an amendment of this Agreement and signed by both Parties. When this Agreement terminates, Recipient is required to remove all copies of the Software and discontinue all use. Recipient agrees that Recipient will only copy the Software into any machine readable or printed form as necessary to use it in accordance with this Agreement or for backup purposes in support of Recipient's use of the Software. This Agreement is effective until terminated. Recipient may terminate it at any point by destroying the Software, together with all copies of the Software. Also, University has the option to terminate if Recipient fails to comply with any term or condition of this Agreement or upon thirty (30) days written notice. Recipient agrees upon such termination to destroy the Software together with all copies of the Software.

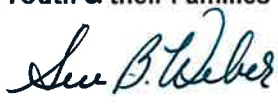
11. Miscellaneous.

It is further agreed that the furnishing of Software to Recipient shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by University.

12. Entire Agreement.

This is the entire agreement between Recipient and University, which supersedes any prior agreement or understanding, whether written, or oral, relating to the subject matter of this license.

Each individual executing this Agreement on behalf of a legal entity does hereby represent to each other person so signing that he or she has been duly authorized to execute this Agreement on behalf of such entity.

State of Delaware on behalf of its Department of Services for Children, Youth & their Families Signature:  Name: Sue B. Weber Title: Director, Division of Management Support Services, Department of Services for Children, Youth and Their Families Date: <u>7/29/2025</u>	University of Utah Signature:  Name: Brent Brown Title: Director, Office of Sponsored Projects Date: <u>7/23/2025</u>
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