



University of Dayton/University of Dayton Research Institute



MUTUAL NONDISCLOSURE AGREEMENT

The UNIVERSITY OF DAYTON ("UD"), including the University of Dayton Research Institute as a division of UD, an entity organized and existing under the laws of the State of Ohio having an address at 300 College Park, Dayton, Ohio 45469 and _____ ("COMPANY"), having its principal place of business at _____, hereby agree to the following conditions under which certain valuable proprietary information owned or controlled by UD or COMPANY, or both, (the "Information") will be disclosed. This Agreement shall refer to "Discloser" and "Recipient;" the party to which these terms refer may vary depending on the circumstances under which particular Information is disclosed.

- 1. The Information relates to: Description of Confidential Information
2. The following individuals are designated to receive the Information exchanged:

For UD:

For COMPANY NAME:

Name: _____

Name: _____

Title: _____

Title: _____

- 3. The Information may include, for example and without limitation, scientific knowledge, know-how, processes, inventions, techniques, formulae, products, business operations, customer requirements, designs, sketches, photographs, drawings, specifications, reports, studies, findings, data, plans or other records, biological materials, and/or software. Information may also include the confidential information of a third party that has been provided to a Party for a related purpose.
4. UD and COMPANY intend to maintain the proprietary status of their Information. UD and COMPANY are aware that each may have pursued independent research of its own in the area to which the Information relates and may have independent knowledge of some of the Information the other party may disclose.
5. To the extent practical, UD and COMPANY shall furnish their Information in documentary or tangible form marked as proprietary. However, if disclosure of Information is in non-documentary form, or if the disclosure is first made orally or by visual inspection, the Discloser shall confirm in writing the fact and general nature of such disclosure within thirty (30) days after such disclosure is made.
6. The Recipient shall exercise the same degree of care to protect Discloser's Information that it exercises to protect its own Information and in any event such care shall at least be reasonable care to prevent disclosure of Discloser's Information to any third party. Internal dissemination of Discloser's Information by the Recipient shall be limited to those employees, institutional review boards, agents, representatives, consultants, or affiliates whose duties justify the need to know such information and then only on the basis of a clear understanding by these individuals of their obligation (a) to maintain the proprietary status of such information and (b) to restrict the use of such information solely to the use specified in the stated purpose of this Agreement.
7. Recipient shall not use the Information disclosed by the Discloser under this Agreement, except

UD Agreement No.: _____

for the following purposes: Describe Purpose

8. While the type and quantity of Information to be disclosed is completely within the discretion of the Discloser, all disclosures must relate to the field or technology identified in Paragraph 1 and to the purpose identified in Paragraph 7.
9. The Recipient shall be under no obligation with respect to any information:
 - a. which is, at the time of disclosure, available to the general public; or which becomes, at a later date, available to the general public through no fault of Recipient and then only after the later date;
 - b. which Recipient can demonstrate was in its possession before receipt of the Information from Discloser, a fact which can be proven by written records or competent evidence;
 - c. which was developed independently by Recipient without reference to the Information provided by Discloser;
 - d. which is disclosed to Recipient without restriction on disclosure by a third party who has the lawful right to disclose such information, or;
 - e. which is required to be disclosed to comply with applicable laws or government regulations, provided that prior written notice is given to the Discloser of such required disclosure and the Recipient takes lawful actions to avoid and/or minimize the degree of such disclosure.
10. Nothing contained in this Agreement shall be construed as granting or implying any right or license to use any Information disclosed under this Agreement except as set forth in the stated purpose above. Recipient and Discloser shall have no obligation to enter into any further agreement with each other. It is understood that no patent, copyright, trademark, or other proprietary right or license is granted by this Agreement.
11. Unless mutually agreed in writing, neither party hereto shall be obligated under the terms hereof to compensate the other for disclosures of any Information under this Agreement, and the parties agree that no warranties of any kind are given with respect to such Information or any use thereof.
12. This Agreement shall terminate 1 year from the effective date or earlier upon 30 days' written notice by one party to the other. Notwithstanding the foregoing, Recipient's obligations of nonuse and nondisclosure as outlined in Items 6 and 7 shall survive termination for 5 years from the date of disclosure. Upon the expiration or termination of this Agreement, Discloser may request in writing that Recipient discontinue using and return or destroy as directed all Information and copies of Information. Within 30 days of receiving such a request from Discloser, Recipient will discontinue using and return or destroy as directed all Information and copies of Information, provided that Recipient may retain 1 copy of such information in limited access files as a record of its obligations hereunder.
14. This Agreement contains the entire agreement of the parties and the Agreement may be modified or altered only in writing and signed by both parties.

- 15. The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of Ohio. Any action brought to enforce this Agreement shall be brought in Ohio.
- 16. The parties agree that Information furnished hereunder shall not be disclosed contrary to the laws and regulations of the United States of America, including but not limited to, the Export Administration Regulations of the U.S. Department of Commerce and the International Traffic in Arms Regulations of the U.S. Department of State.

This Agreement shall be effective as of the date of last signature hereto. Execution may be in the form of duplicate original copies, facsimile, or electronic signature.

THE UNIVERSITY OF DAYTON

COMPANY NAME

By: _____
 Name: **Mathew Willenbrink**
 Title: **Director, Tech Partnerships**
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____