

Michigan Technological University

Non-Disclosure Agreement

PARTIES: Michigan Technological University
1400 Townsend Drive
Houghton, MI 49931

_____ (Company/Organization)

In consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Parties), and in order to protect certain administrative, financial, scientific, or technical information disclosed by one party (the Disclosing Party) to the other (the Receiving Party) described below and hereinafter called "Confidential Information", both Parties mutually agree as follows:

1. **Michigan Technological University** shall be: ____ a Disclosing Party ____ a Receiving Party ____ Both
_____ shall be: ____ a Disclosing Party ____ a Receiving Party ____ Both

2. **DESIGNATED REPRESENTATIVES:**
Michigan Technological University: _____
_____: _____

3. **USE OF CONFIDENTIAL INFORMATION:**

a) The Party receiving the Confidential Information shall make use of the Confidential Information only for the following specific purpose(s):

b) The Confidential Information to be disclosed pursuant to this Agreement is described generally as:

4. **TERM:**

This Agreement pertains only to the Confidential Information that is disclosed between the **Effective Date (last signature date)** and **one year** from that date. Each Party receiving Confidential Information under this Agreement shall maintain the information in confidence in accordance with the terms of this Agreement notwithstanding any termination of this Agreement for a period of **three years** from the date the Confidential Information is disclosed to the Receiving Party.

5. **IDENTIFICATION OF CONFIDENTIAL INFORMATION:**

All Confidential Information shall be identified prior to disclosure with an appropriate marking or identification such as **CONFIDENTIAL** or any other similar legend. If such information is disclosed either orally or visually, then the Parties will use reasonable efforts to assure protection pursuant to this Agreement. The Parties shall use reasonable effort to reduce such oral or visual Confidential Information to tangible form otherwise in compliance with this Agreement and furnish a copy to the Parties within thirty (30) business days of the original oral or visual disclosure.

6. **NON-DISCLOSURE:**

The Receiving Party shall not disclose Confidential Information to any third party individual, corporation, or other entity without the prior written consent of the Disclosing Party and shall further limit the circulation and disclosure of Confidential Information within its own organization to its employees having a "need to know" the Confidential Information for the purpose set forth in this Agreement, and to ensure that such employees are informed of the confidential nature thereof and agree to and are required to observe the provision of confidentiality set forth herein. The Receiving Party will not attempt to

determine the content or structure, or otherwise reverse engineer or decompile any material sample, hardware or software to which it is provided access pursuant to this Agreement except as expressly provided under Section 3 of this Agreement.

7. **EXCEPTIONS TO CONFIDENTIAL INFORMATION:**

No restriction shall exist under this Agreement with respect to any portion of the Confidential Information that is:

- a. established by the Receiving Party to have been known by it at the time of receipt and reduced to written form.
- b. published or otherwise becomes generally known through no wrongful act of the Receiving Party.
- c. received from a third party without similar restrictions and without breach of the restrictions within this Agreement.
- d. independently developed by the Receiving Party prior to receipt of the Confidential Information.
- e. furnished to a third party by the Disclosing Party without a similar restriction on the recipients' rights.
- f. approved in writing for release by the Disclosing Party.
- g. required by court order or governmental agency to be disclosed.
- h. disclosed by inspection of a product incorporating the Confidential Information after the product has been disclosed or sold.

8. **RETURN OF CONFIDENTIAL INFORMATION:**

All Confidential Information delivered by either Party to the other pursuant to this Agreement shall be and remain the property of the Disclosing Party. No copies shall be made without prior written consent of the Disclosing Party. All Confidential Information including the copies made thereof is the sole property of the Disclosing Party and shall be promptly returned to the Disclosing Party or destroyed upon written request by the Disclosing Party. Notwithstanding the foregoing, a Receiving Party may retain a single archival copy of the received Confidential Information which may be used solely for legal evidentiary purposes in the event of a dispute arising under this Agreement.

9. **STANDARD OF CARE:**

The Receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care that the Receiving Party uses to protect its own Confidential Information.

10. **NO LICENSE OR OTHER RIGHTS:**

No patent, copyright, trademark, or license express or implied, in the information is granted to the Receiving Party other than to use the information in the manner and extent authorized by this Agreement. In addition, under this Agreement, neither Party has an obligation to:

- (a) purchase any services or item from the other party.
- (b) deal exclusively with the other Party in any field.
- (c) offer for sale products using or incorporating the Confidential Information.

The Parties do not intend that an agency, partnership, team or joint venture relationship be created between them by this Agreement.

11. **REGULATORY COMPLIANCE:**

Neither Party shall disclose any Confidential Information or other information received hereunder in any manner contrary to the laws and regulations of the United States of America or any applicable foreign export laws and regulations.

12. **ASSIGNMENT:**

This Agreement shall be binding upon the Parties, their successors, and assignors. Neither Party shall assign this Agreement nor any Confidential Information received from the other Party pursuant to this Agreement without the other Party's prior written consent.

13. **GOVERNING LAW:**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

14. **LIMITED WARRANTY AND LIABILITY:**

Discloser warrants that it has the right to disclose Confidential Information to Recipient. Discloser makes no other warranties in respect of the Confidential Information and provides all information "AS IS" without any express or implied warranty of any kind, including any warranty as to merchantability, fitness for a particular purpose, accuracy, completeness or violation of third party intellectual property rights. Neither party will be liable for any special, incidental or consequential damages of any kind whatsoever resulting from the disclosure, use or receipt of the Confidential Information.

15. **ENTIRE AGREEMENT:**

This Agreement constitutes and expresses the entire Agreement of the Parties with respect to all matters pertaining to this Agreement. All previous discussions, promises, representations, and understandings relative to this Agreement, if any, between the parties is hereby merged. Any amendment or modification to this Agreement shall be in writing and executed by duly authorized representatives of the Parties.

16. **EXECUTION:**

This Agreement may be created as an electronic document and executed by electronic signature and deemed an original.

Michigan Technological University

Company

(authorized signature)

(authorized signature)

Name (printed or typed)

Name (printed or typed)

Title

Title

(Date)

(Date)