

Example Only

EXAMPLE MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is effective as of the date of the last signature to this Agreement and is by and between Iowa State University of Science and Technology, located at 1138 Pearson Hall, Ames, Iowa 50011-2207, USA (“ISU”), and XYZ Company, with offices at XYZ Company address (“Company”) (Company and ISU each a “Party” and together the “Parties”).

WHEREAS, Company and ISU, through its principal investigator Name of PI, are interested in determining the possibility of a future research and/or business relationship (“Purpose of Disclosure”) that may require Company and ISU to disclose to each other proprietary and confidential information concerning the following (the “Project”):

[Insert Project description that reasonably limits scope consistent with subject matter].

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. “Confidential Information” shall mean any and all information, know-how or data disclosed or provided by one Party to the other Party about the Project, whether disclosed or provided in oral, written, graphic, photographic, electronic or any other form, that is identified as confidential at the time of disclosure; *provided that* such information, know-how or data that is not first provided in written form shall be reduced to writing within twenty (20) days of initial disclosure; and *further provided that* all such written information, know-how or data initially disclosed or as reduced to writing shall be marked conspicuously as “Confidential.” Confidential Information shall not include information:
 - a. that is or becomes generally known or available to the public without breach of this Agreement;
 - b. that is known to the receiving Party at the time of disclosure, as evidenced by written records of the receiving Party;
 - c. that is independently developed by the receiving Party, as evidenced by written records of the receiving Party; or
 - d. that is disclosed to the receiving Party in good faith by a third party who has an independent right to such subject matter and information.
2. Should the receiving Party be required by judicial or other governmental authority to disclose the disclosing Party’s Confidential Information, the receiving Party shall immediately inform and cooperate with disclosing Party in responding to such requirement in a manner that maintains the confidentiality of the disclosing Party’s Confidential Information to the maximum extent possible.
3. The receiving Party agrees to hold in confidence all Confidential Information, to not disclose any Confidential Information to any third party, and to use Confidential Information solely for the Purpose of Disclosure. A receiving Party shall have the right to disclose Confidential Information of the disclosing Party to employees and students of its organization (“Representatives”), *provided that* the receiving Party causes such Representatives to be bound to the terms of this Agreement.
4. Unless otherwise specified in writing, all Confidential Information remains the disclosing Party’s property. Upon request of the disclosing Party, the receiving Party agrees to return or destroy all Confidential Information received from the disclosing Party, except for one copy, which the receiving Party may keep solely to monitor its obligations under this Agreement.
5. The Parties agree to comply with requirements regarding the export of technical data as set forth in the International Traffic in Arms Regulations or the Export Administration Regulations of the United States. If a Party wishes to disclose export controlled technical data under this Agreement, it shall first inform the

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recipient Party and provide information regarding the applicable export controls. The recipient shall have the right to refuse receipt of the export controlled technical data. The recipient shall not disclose or re-export export controlled technical data received under this Agreement to a country for which the United States requires an export license or other supporting documentation at the time of export or transfer, unless the recipient has obtained prior written authorization from the appropriate government authority.

6. This Agreement shall expire one (1) year from the Effective Date ("Expiration").
7. All Confidential Information shall be held confidential by the receiving Party for three (3) years after Expiration.
8. Nothing contained in this Agreement shall be construed as an obligation to enter into any further agreement concerning the Project or Confidential Information, or as a grant of a license to the Confidential Information or to any patent or patent application existing now or in the future.
9. Neither Party shall use the other Party's name, trademarks or trade names in any communications, including website content, without the prior written consent of the other Party except, because it is a public institution, ISU may disclose general information about this Agreement as required by law, policy or practice.
10. This Agreement shall not be assignable or otherwise transferable by either Party without the consent of the other Party.
11. This Agreement shall be the entire understanding between the Parties with respect to the subject matter hereto and shall supersede all prior written or non-written agreements.
12. Facsimile or pdf copies will be accepted by both parties as originals.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives.

Iowa State University of Science and Technology

By: _____ / _____
Name: _____ Date
Title: Manager of Industry Contracts

By: _____ / _____
Name: _____ Date
Title: Principal Investigator

Company:
Authorized Company Official:

By: _____ / _____
Name: _____ Date
Title: