



MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement, made this _____ (“EFFECTIVE DATE”), between **The Curators of the University of Missouri for The University of Missouri–Rolla**, a public corporation of the State of Missouri having a principal office at 1870 Miner Circle, Rolla, Missouri 65409, hereinafter referred to as UNIVERSITY and _____ having its office at _____, hereinafter referred as COMPANY, both or either of which may also be referred to hereinafter as a “PARTY” or “PARTIES” to this Agreement.

WHEREAS, PARTIES are each the owners of certain proprietary information with all rights, title and interest vested therein and has the authority to disclose said information related to _____ which has been developed on behalf of the UNIVERSITY and by the COMPANY (hereinafter referred to as INFORMATION); and

WHEREAS, PARTIES have entered, or contemplating entering, into a business relationship between them and may, in the course of or the purpose of facilitating such relationship, disclose to one another Confidential Information as defined below. For good and valuable consideration, the receipt and sufficiency of which is acknowledged by each Party, this Agreement sets out our respective obligations with respect to Confidential Information which one PARTY to this Agreement receives from the other PARTY.

1. For purposes of this AGREEMENT, the term “INFORMATION” shall include all written or orally transmitted information, which PARTIES deem to be confidential and proprietary (including, but not limited to, data, know-how, technical and non-technical materials, and specifications) which the PARTIES deliver to the other pursuant to this AGREEMENT.
2. As the recipients of INFORMATION, the PARTIES, their subsidiaries and affiliates, agree to maintain in confidence the INFORMATION with the same degree of care it holds its own confidential and proprietary information, but not less than a reasonable degree of care. PARTIES will not use the confidential INFORMATION except for its evaluation of the INFORMATION pursuant to this Agreement. PARTIES will disclose the INFORMATION only to their officers and employees directly concerned with the evaluation of the INFORMATION and will not disclose the INFORMATION to any third party nor will the INFORMATION be used for any other purpose. For purposes of this paragraph “subsidiaries and affiliates” shall mean any corporation, firm, partnership or other entity which directly or indirectly controls, is controlled by, or is under common control with the PARTY.
3. In the event that any copies of INFORMATION are furnished to the PARTIES in connection with its evaluation hereunder, the PARTIES agree to use such copies only for its evaluation and to keep confidential the results of any tests related to such INFORMATION. At the conclusion of its evaluation, or upon request by the other PARTY, the recipient PARTY will discontinue the use of INFORMATION and shall return or destroy any portion of such INFORMATION, except that the recipient party may retain one (1) copy of the INFORMATION in a secure location solely for the purpose of ascertaining its obligations under this Agreement.
4. The preceding obligations of Parties of non-disclosure and the limitation upon the right to use the INFORMATION (including test results) shall not apply to the extent that the PARTIES can demonstrate that the INFORMATION is: (a) in the possession or control of the recipient PARTY prior to the time of disclosure hereunder as evidenced by its written records, or (b) at the time of disclosure or thereafter becomes public knowledge through no fault or omission of the recipient PARTY, or (c) lawfully obtained from a third party which has an independent right to the INFORMATION, or (d) is independently developed by recipient PARTY, as evidenced by its written records, without reference to the disclosing PARTY’s confidential INFORMATION, or (e) is required by law to be disclosed.

5. Subject to the provisions of paragraph 4 hereof, all proprietary rights (including but not limited to patents, copyrights and trade secrets) in and to the INFORMATION shall remain the property of the disclosing PARTY.
6. The INFORMATION being disclosed pursuant to this AGREEMENT is with the express understanding that neither COMPANY nor UNIVERSITY will be obligated to enter into any further agreement relating to the INFORMATION and nothing in this AGREEMENT shall be construed as granting any license to the recipient PARTIES relating thereto.
7. PARTIES shall not use any of the disclosed INFORMATION for any purpose other than evaluating its interest in obtaining a license from the disclosing PARTY or entering into research collaboration. Specifically, but without limitation, the recipient PARTIES shall not (i) use any of the INFORMATION for any commercial purpose of development of any products or technology; (ii) use or attempt to practice any invention arising from or disclosed in the INFORMATION or any part thereof without first entering into an agreement with the disclosing PARTY permitting such use or practice; or (iii) refer to or incorporate any part of the disclosed INFORMATION or any patent or patent application claiming the INFORMATION in recipient PARTY's own patent prosecution.
8. All Obligations of the PARTIES under this AGREEMENT shall terminate five (5) years from the EFFECTIVE DATE.
9. This AGREEMENT sets forth the entire agreement among the parties as to the subject matter hereof, and none of the terms of this AGREEMENT shall be amended or modified except in writing signed by the parties.
10. This AGREEMENT shall be construed under the laws of the State of Missouri, excluding its conflict of law rules.

11. Contact for UNIVERSITY:

Name: _____
 Title: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

12. Contact for COMPANY:

Name: _____
 Title: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by the date first mentioned above by representatives authorized to make such commitments on behalf of their institutions.

COMPANY

UNIVERSITY

 By: _____
 Title: _____

 By: K. Krishnamurthy, Ph.D.
 Title: Vice Provost for Research