

## NON-DISCLOSURE AGREEMENT

The Regents of The University of Michigan, a constitutional corporation of The State of Michigan (hereinafter referred to as "MICHIGAN") possess, and consider to be proprietary and confidential, certain information, drawings, data, materials, software, documentation, business plans and know-how relating to

\_\_\_\_\_ which are further identified in MICHIGAN's Office of Technology Transfer as UM File # \_\_\_\_\_ (all such confidential information, drawings, data, materials, software, documentation, business plans and know-how are hereinafter referred to as "Confidential Information and Material"). It is understood that

\_\_\_\_\_, with offices located at \_\_\_\_\_ (hereinafter referred to as "COMPANY") and MICHIGAN are both interested in having COMPANY receive access to such Confidential Information and Material for the sole purpose of evaluating same to determine COMPANY's interest in sponsoring further MICHIGAN research and/or participating in commercial development of Confidential Information and Material. Hereinafter, COMPANY and MICHIGAN shall be referred to as "Party" or "Parties" as appropriate under the context.

Because such Confidential Information and Material is proprietary and confidential to MICHIGAN, and to provide an appropriate basis by which such Confidential Information and Material can be made available to COMPANY, the Parties agree to the following terms and provisions:

1. This agreement applies only to Confidential Information and Materials received by COMPANY prior to \_\_\_\_\_, 20\_\_\_\_.
2. MICHIGAN shall not be obligated by this Agreement to provide to COMPANY any Confidential Information and Materials; and MICHIGAN may at its sole discretion determine which of its Confidential Information and Materials it will provide to COMPANY.
3. All Confidential Information and Materials provided in tangible form will be marked as such. For Confidential Information and Materials provided by MICHIGAN to COMPANY by verbal communications, MICHIGAN shall provide to COMPANY a written notice within thirty (30) days after each such communication that identifies what was considered Confidential Information and Materials in the communication.
4. COMPANY will treat as confidential all Confidential Information and Material which is or has been made available, directly or indirectly, to COMPANY, and will treat it with the same degree of care that it would treat Confidential Information and Materials of its own. From the date received, COMPANY will not disclose Confidential Information and Materials to others for a period of \_\_\_\_\_ years.
5. COMPANY will use Confidential Information and Material only to the extent necessary for the aforesaid purpose.
6. COMPANY agrees to limit access to Confidential Information and Material to those of its employees, agents, vendors and consultants reasonably requiring same for the aforesaid purpose and who are obligated to treat same in a manner and to an equivalent extent as provided herein with regard to confidentiality, use, and non-disclosure.

7. Each Party agrees to comply with all applicable laws, rules and regulations, including Export Administration Regulations and Export Control Regulations of the United States of America, relating to the export or re-export of technical data and products produced as a result of the use of such data, insofar as they relate to the information disclosed under this Agreement.
8. The non-disclosure obligations of COMPANY under this Agreement do not apply to Confidential Information and Material which:
  - (a) at the time of the disclosure is generally available to the public or thereafter becomes generally available to the public through no act or omission of COMPANY or its employees; or
  - (b) COMPANY can show by written records to have been in COMPANY'S possession prior to the time of the disclosure and was not acquired, directly or indirectly, from MICHIGAN; or
  - (c) COMPANY can show by written records to have been independently made available as a matter of right to COMPANY by others, provided such others did not acquire the Confidential Information and Material directly or indirectly from MICHIGAN; or
  - (d) is required to be disclosed by law or court order.
9. If MICHIGAN at any time requests COMPANY to do so, COMPANY will return all materials, drawings, data, memoranda, and written information in its possession relating to such Confidential Information and Material, including copies thereof, to MICHIGAN, except that COMPANY may retain one copy solely for legal archival purposes.
10. Nothing contained in this Agreement shall be construed to grant to COMPANY any rights in respect of such Confidential Information and Material other than for the stated purpose.
11. The Parties agree that any xerographically or electronically reproduced copy of this fully-executed agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.

The foregoing is understood and agreed to:

<p>FOR COMPANY</p> <p>By _____          (authorized representative)</p> <p>Typed Name _____</p> <p>Title _____</p> <p>Date _____</p>	<p>FOR THE REGENTS OF          THE UNIVERSITY OF MICHIGAN</p> <p>By _____          (authorized representative)</p> <p>Typed Name _____</p> <p>Title _____</p> <p>Date _____</p>
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