

NON-DISCLOSURE AGREEMENT

The Regents of The University of Michigan, a constitutional corporation of The State of Michigan (hereinafter referred to as "MICHIGAN") and

_____, with offices located at _____ (hereinafter referred to as "COMPANY") each possess, and consider to be proprietary and confidential, certain information, drawings, data, materials, software, documentation, business plans and know-how relating to

_____, (all such confidential information, drawings, data, materials, software, documentation, business plans and know-how are hereinafter referred to as "Confidential Information and Material"). The relevant Confidential Information and Material of MICHIGAN is identified in MICHIGAN's Office of Technology Transfer as UM File # _____. It is understood that COMPANY and MICHIGAN are both interested in having COMPANY and MICHIGAN each receive access to such Confidential Information and Material of the other for the sole purpose of evaluating same to determine the interest of COMPANY and MICHIGAN in having COMPANY sponsor further MICHIGAN research and/or in having COMPANY participate 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 the Parties, and to provide an appropriate basis by which such Confidential Information and Material can be made available to each Party from the other Party, the Parties agree to the following terms and provisions:

1. This agreement applies only to Confidential Information and Materials received prior to _____, 20____.
2. Neither Party shall be obligated by this Agreement to provide to the other Party any Confidential Information and Materials; and each Party may at its sole discretion determine which of its Confidential Information and Materials it will provide to the other Party.
3. All Confidential Information and Materials provided in tangible form will be marked as such. A Party providing Confidential Information and Materials by verbal communications shall provide the receiving party a written notice within thirty (30) days after each such communication that identifies what was considered Confidential Information and Materials in the communication.
4. Each Party will treat as confidential all Confidential Information and Material which is or has been made available, directly or indirectly, to it by the other Party, 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, the receiving Party will not disclose Confidential Information and Materials of the other Party to others for a period of _____ years.
5. Each Party will use Confidential Information and Material received from the other Party only to the extent necessary for the aforesaid purpose.
6. Each Party agrees to limit access to such Confidential Information and Material received from the other Party 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 secrecy and non-disclosure obligations of each Party under this Agreement do not apply to Confidential Information and Material received from the other Party 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 the receiving Party or its employees; or
 - (b) the receiving Party can show by written records to have been in the receiving Party's possession prior to the time of the disclosure and was not acquired, directly or indirectly, from the other Party; or
 - (c) the receiving Party can show by written records to have been independently made available as a matter of right to the receiving Party by others, provided such others did not acquire the Confidential Information and Material directly or indirectly from the other Party; or
 - (d) is required to be disclosed by law or court order.
9. If the disclosing Party at any time requests the receiving Party to do so, the receiving Party will return all materials, drawings, data, memoranda, and written information in its possession relating to such Confidential Information and Material of the disclosing Party, including copies thereof, to the other Party, except that the receiving Party may retain one copy solely for legal archival purposes.
10. Nothing contained in this Agreement shall be construed to grant to the receiving Party 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:

FOR COMPANY

FOR THE REGENTS OF
THE UNIVERSITY OF MICHIGAN

By _____
(authorized representative)

By _____
(authorized representative)

Typed Name _____

Typed Name _____

Title _____

Title _____

Date _____

Date _____