

NON-DISCLOSURE AGREEMENT

Case Western Reserve University (“CWRU”) and _____ (“Company”) may each receive certain Confidential Information, as defined below, from the other in order to engage in discussions regarding research being conducted by _____ in the area of _____.

In consideration of such receipt of Confidential Information, each party hereby agrees as follows:

1. For purposes of this Agreement, “Confidential Information” shall mean information or material proprietary to a party or designated by it as confidential, which is disclosed by one party to the other. Confidential Information includes, but is not limited to, materials, designs, specifications, techniques, models, data, diagrams, software in various stages of development, source code, object code, documentation, research data, processes, procedures, and “know-how”, whether disclosed visually, orally or in writing; provided, however, that orally disclosed information must be identified as confidential at the time of oral disclosure and confirmed in writing within thirty (30) days of its oral disclosure. This Section shall not apply, however, to Confidential Information which:
 - A. is now or will enter the public domain as the result of its disclosure in a publication, the issuance of a patent, or otherwise without the legal fault of the receiving party;
 - B. the receiving party can prove was in its possession in written form at the time of the disclosure by the other party, or was developed by recipient alone or in collaboration with a third party without knowledge of the Confidential Information;
 - C. comes into the hands of the receiving party by means of a third party who is entitled to make such disclosure and who has no obligation of confidentiality toward the disclosing party; or
 - D. must be disclosed pursuant to a court order or as otherwise required by law.
2. All Confidential Information shall be and remain the sole property of the disclosing party. No license or conveyance of any rights is implied by the disclosure of Confidential Information, and no further use of the Confidential Information may be made by the recipient without the written consent of the disclosing party. At the disclosing party’s request or one year after execution of this Agreement, whichever first occurs, any and all copies of such Confidential Information in the recipient’s possession or under its controls shall be returned to the disclosing party.
3. The recipient agrees to hold in confidence and not to publish, transfer or otherwise disclose any Confidential Information, directly or indirectly, to any person or entity for a period of three (3) years after disclosure to recipient. The recipient shall use the same degree of care that it would use to protect its own confidential information, but in any case no less than the degree of care that a reasonably prudent business would exercise under similar circumstances. Dissemination of Confidential Information within the recipient’s organization shall be limited to those employees who have a need to know for purposes of this Agreement. The recipient further agrees not to use the Confidential Information for any purpose other than the evaluation contemplated by this Agreement.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether written or oral.

Company

Case Western Reserve University

By: _____

By:

Title: _____

Vice President for Research and
Technology Transfer

Date: _____

Date:

CWRU Principal Investigator:
