

CONFIDENTIAL DISCLOSURE AGREEMENT

This confidential disclosure agreement (“**Agreement**”) is entered into _____ (“**Effective Date**”) by and between _____, having a place of business _____, (hereinafter referred to as "**COMPANY**"), and University of North Texas, located at 1155 Union Circle #305250, Denton, Texas 76203-5017 (hereinafter referred to as "**UNT**"). **COMPANY** and **UNT** are hereinafter referred to collectively as the "**Parties**" or individually as a "**Party**."

1. Purpose

The purpose of this Agreement is to establish that the Parties desire to discuss potential commercial and research opportunities which may require the sharing of Confidential Information.

2. Definition

“**Confidential Information**” is defined as technical data and other information (including but not limited to products, substances, organisms, technology, research results or plans, processes, know-how, reports, descriptions, drawings, compositions, strategies, trade secrets, business and financial information, structures of compounds, attributes of specific compounds provided for research, and computer software) in whatever form, which is related to the subject matter set forth in Attachment A (attached), and is disclosed or delivered by either Party to the other, whether by means of written or oral disclosure or otherwise and has been labeled as “Confidential” by the disclosing Party. Any Confidential Information provided orally must be reduced to a writing by the disclosing Party to such extent it will allow the receiving Party sufficient notice to allow that Party to understand what is claimed as Confidential Information. Until such writing is provided to the receiving Party, the receiving Party will not be deemed as having violated this Agreement for accidental disclosure. Such information shall be deemed Confidential Information subject to the terms of this Agreement unless such information is otherwise determined to be non-confidential pursuant to Article 3(d) below.

3. Limitations on Use and Disclosure of Confidential Information

- a. Confidential Information shall not be copied or reproduced by the receiving Party without the express written permission of the disclosing Party.
- b. Confidential Information shall be disclosed only to the director or employees of the receiving Party who have a “need to know” in connection with the purpose stated above.
- c. Confidential Information shall not be disclosed by receiving Party to any third party without the prior written consent of the disclosing Party.
- d. Notwithstanding anything to the contrary in this Agreement, information shall constitute non-confidential information when the information:
 1. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the receiving Party; or
 2. was, at the time of receipt, otherwise known to receiving Party without restriction

- as to use or disclosure; or
3. developed independently by the receiving Party as demonstrated by the receiving Party, without violating the disclosing Party's confidentiality rights; or
 4. becomes known to receiving Party from a source other than the disclosing Party without a breach of this Agreement by receiving Party.
- e. All written data delivered by disclosing Party pursuant to this Agreement shall be and remain the property of disclosing Party, and all such written data, and any copies thereof, shall be promptly returned to disclosing Party upon written request, or destroyed at disclosing Party's option.

4. Term

This Agreement shall apply to all Confidential Information provided by the Parties for a term of five (5) years from the Effective Date. Both Parties agree to hold such information as Confidential for a period of five (5) years or until one or more elements of Article 3(d) is met.

5. Warranty

NEITHER PARTY MAKES ANY WARRANTY, GUARANTEE, OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER. NEITHER PARTY SHALL BE LIABLE FOR DAMAGES, OF WHATEVER KIND, AS A RESULT OF THE OTHER PARTY'S RELIANCE ON OR USE OF THE INFORMATION PROVIDED HEREUNDER.

6. No Formal Business Obligations

This Agreement shall not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal to or perform a contract with the other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable to the other for any of the costs associated with the other's efforts in connection with this Agreement.

7. No License Granted

No license or conveyance of any rights to either Party under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by the exchange of Confidential Information between the Parties.

8. Notices

All notices or other communications required or permitted under this Agreement given by either Party to the other shall be in writing and shall be sent by U.S. Postal Service, Certified Mail, Return Receipt Requested, postage prepaid or by an overnight courier service with written verification of receipt, or e-mail, and addressed to the following individuals:

COMPANY

Email: _____

UNT

Michael Rondelli
Associate Vice President
Research Commercial Agreements
University of North Texas
1155 Union Circle #305250
Denton, Texas 76203-5017
Telephone: 940-565-4459
Email: ResearchContracts@unt.edu

9. United States and State Government Requirements

The Parties and their employees shall not use or disclose any Confidential Information or other information furnished hereunder in any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to, the Export Administration Regulations of the U.S. Department of Commerce, the International Traffic in Arms Regulations of the U.S. Department of State, and the Industrial Security Manual for Safeguarding Classified Information of the Department of Defense.

Nevertheless, Confidential Information may be disclosed by the receiving Party pursuant to judicial order, governmental regulation or statutory requirement, provided the receiving Party notifies the disclosing Party as soon as possible (and in any event prior to such disclosure) and cooperates with the disclosing Party in the event the disclosing Party elects to contest and avoid such disclosure. Disclosure under this Article 9 shall not relieve the receiving Party of its obligations of confidentiality generally under this Agreement. UNT is required to produce information under the Texas Public Information Act.

10. Applicable Law

This Agreement shall be governed by the laws of the State of Texas, except for its choice of law statutes.

11. Assignment

Neither this Agreement nor any interest herein may be assigned in whole or in part by either Party hereto without the prior written consent of the other Party.

IN WITNESS WHEREOF, UNT and COMPANY hereby agree that this Agreement will be considered signed when the signature of a Party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such facsimile or scanned signature shall be treated in all respects as having the same effect as an original signature.

(SIGNATURES ON FOLLOWING PAGE)

COMPANY

UNIVERSITY OF NORTH TEXAS

By: -----

By: _____

Name: -----

Michael Rondelli

Title: _____

Associate Vice President, Research
Commercial Agreements

Date: -----

Date: -----

Attachment A

Parties shall disclose Confidential Information related to: