



## SECRECY/NONDISCLOSURE AGREEMENT

Made as of the \_\_\_ th day of \_\_\_\_\_ 20\_\_ (the "Effective Date"), by and between \_\_\_\_\_ ("COMPANY") with offices at \_\_\_\_\_, and Auburn University ("AU"), with offices at Office of Technology Transfer, 570 Devall Drive, Suite 102, Auburn, Alabama 36832.

Whereas, AU has developed technology related to \_\_\_\_\_ ("Technology") and COMPANY wishes to evaluate the same for possible collaboration and/or commercialization; and

Whereas, the parties recognize that in order to accomplish these purposes, it may be necessary or appropriate for one party to disclose to the other, information or technology which is considered by the disclosing party to constitute its confidential or proprietary business secrets which include but are not limited to AU's Technology;

Now, therefore, in consideration of the premises and to induce the disclosure of confidential information, the parties agree as follows:

1. The receiving party shall maintain for a period of three (3) years from the end-date of this Agreement the confidentiality of information disclosed to it or otherwise learned by it during or as a result of research, hereinafter "Confidential Information", provided such information is in writing or other tangible form and clearly marked as proprietary when disclosed, or is so designated in writing within thirty (30) days of such disclosure. This term for confidentiality shall survive any termination of this Agreement. The receiving party shall use the same level of care to prevent the use or disclosure of the Confidential Information as it exercises in protecting its own information of similar nature.
2. Confidential Information shall be used by the receiving party solely for the purposes of facilitating and conducting the evaluation. The receiving party shall not use said Confidential Information for the benefit of the receiving party or for the benefit of other parties without the consent in writing of the disclosing party. The receiving party shall not perform, nor have performed, any tests or measurements on Confidential Information disclosed in the form of technology samples for the purpose of determining such samples' method(s) of manufacturing.
3. Confidential Information disclosed by one party to the other shall remain the property of the disclosing party, and shall be returned upon written request. The receiving party may, however, retain one copy of the Confidential Information in its legal files for purpose of determining its obligations hereunder, except in the specific instance of technology samples which shall be returned to the disclosing party upon request.
4. The disclosure of Confidential Information by one party to the other shall not constitute a grant by the disclosing party to the receiving party of any species of right, title, interest, or property in or to Confidential Information. No license or other right under any U.S. or foreign patent, copyright, or know-how is granted or implied by this Agreement.

5. The receiving party shall use reasonable efforts to disclose Confidential Information received by it only to those of its employees who must be so informed to enable that party to accomplish the purposes stated herein and who have been provided a copy of this fully executed Agreement and are bound by that party's obligations of confidentiality hereunder.
  
6. The receiving party's obligations of confidentiality hereunder shall not apply to the following:
  - a. information which is now or hereafter becomes a part of the public domain;
  - b. information known to the receiving party before disclosure to it by the disclosing party hereunder as evidenced by its records;
  - c. information given to the receiving party by a third party having a right to disclose the same; or
  - d. information which is hereinafter independently developed by the receiving party without reference to or benefit from the Confidential Information received from the disclosing party; or
  - e. information which the receiving party is compelled to publicly disclose by judicial or administrative process, or by other mandatory requirements of law.
  
7. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
  
8. Neither party shall have the right to assign or otherwise transfer any right or interest herein to any other person, firm, corporation or association without the prior written consent of the other party.
  
9. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Alabama, notwithstanding the residence or principal place of business of any party, the place where this Agreement may be executed by any party or the provisions of any jurisdiction's conflict-of-laws principles.
  
10. The term of this Agreement shall be one (1) year from the Effective Date.
  
11. The above constitutes the full and complete Agreement in this matter by and between the parties hereto.

\_\_\_\_\_

AUBURN UNIVERSITY

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_

John M. Mason

Associate Provost and

Vice President for Research

Date: \_\_\_\_\_