

RECIPROCAL NONDISCLOSURE AGREEMENT

This Reciprocal Nondisclosure Agreement, effective as of _____, 20____ (“Effective Date”) is entered into by [COMPANY NAME] (“Company”), having principal offices located at [COMPANY ADDRESS] and the University of Louisville Research Foundation, Inc. (“ULRF”) a Kentucky 501 (c) 3 non-profit corporation having an office at MedCenter One, 501 E. Broadway, Suite 200, Louisville, KY 40202-1798 as the agent of the University of Louisville (“UofL”) for receiving grants and research agreements from external funding sources and which owns and controls intellectual property on behalf of UofL, and

confirms the terms and conditions under which ULRF and Company will exchange Confidential Information, as hereinafter defined, with one another for the sole purpose of permitting each party to use the other party’s Confidential Information for the evaluation of the Confidential Information to ascertain any interest in pursuing further collaborations, research and/or commercialization interactions between Company and ULRF.

1. "Confidential Information" is defined as samples, materials, data, information (oral or written), drawings, sketches, and other information of a secret, confidential, or proprietary nature which information, if in tangible form, is marked or otherwise identified as "CONFIDENTIAL" or "PROPRIETARY" by the disclosing party at the time of disclosure, or if disclosed orally or visually is identified at the time of disclosure as confidential by the disclosing party.
2. Confidential Information that is disclosed hereunder shall be maintained in trust and confidence by the receiving party and shall not, directly or through others, be disclosed, patented, copyrighted, or published. The receiving party agrees to use all reasonable diligence to prevent disclosure of disclosing party’s Confidential Information to any third party (except for employees or agents of the receiving party with a need to know who have agreed in writing to the terms and conditions contained herein prior to obtaining access to disclosing party’s Confidential Information) unless so authorized in writing by the disclosing party, and to refrain from using disclosing party’s Confidential Information for any purpose other than that stated herein.
3. Receiving party’s obligations under this Agreement shall be limited to a period of three (3) years from the date of its receipt of Confidential Information. A receiving party shall not have any obligation of confidentiality with respect to any Confidential Information of the disclosing party that:
 - (a) Was already in the receiving party's possession on a non-confidential basis prior to receipt from the disclosing party; or
 - (b) Is in the public domain by public use, general knowledge or the like, or after disclosure hereunder, becomes general or public knowledge through no fault of the receiving party; or
 - (c) Is properly obtained by the receiving party from a third party not under a confidentiality obligation to the disclosing party; or
 - (d) Is explicitly approved for release by written authorization of the disclosing party; or
 - (e) Is independently developed by employees or agents of the receiving party who had no knowledge of or access to the Confidential Information as evidenced by the receiving party’s business records; or

- (f) Is required by law, regulation, court order or Kentucky Attorney General opinion, which carries the force of law, to be disclosed.

Receiving party shall notify disclosing party promptly of making a determination that any Confidential Information falls within a subcategory of Section 3 and will cooperate with the disclosing party's efforts to contest or limit the scope of any disclosure required by subsection (f).

4. The term of exchange of Confidential Information under this Agreement shall be one (1) year from the Effective Date, unless earlier terminated by either party for any reason by providing written notice to the other party. Upon termination of this Agreement, the receiving party will promptly return to the disclosing party all tangible Confidential Information and copies thereof in the receiving party's possession. Receiving party's obligations under this Agreement shall survive termination of this Agreement for the period specified in Section 3 above.

5. No license, express or implied, in the disclosing party's Confidential Information is granted to the receiving party other than to use the disclosing party's Confidential Information in the manner and to the extent authorized by this Agreement.

6. This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

ACKNOWLEDGED AND AGREED:

THE UNIVERSITY OF LOUISVILLE
RESEARCH FOUNDATION INC.

COMPANY

By:

By:

Authorized Signature

Authorized Signature

Name - printed or typed

Name - printed or typed

Title

Title

Date

Date

INDIVIDUAL DESIGNATED BY ULRF
TO RECEIVE CONFIDENTIAL
INFORMATION

INDIVIDUAL DESIGNATED BY
COMPANY TO RECEIVE CONFIDENTIAL
INFORMATION

Signature

Signature

Name - printed or typed

Name - printed or typed

Title

Title

Date

Date