Youngstown State University Office of Research

Mutual Non-Disclosure Agreement

(“Company”) and Youngstown State University (“University”) agree to the following conditions under which certain valuable confidential information owned or controlled by Company or University, or both, (the “Confidential Information”) will be disclosed. This Agreement shall be effective on (“Effective Date”). A party disclosing information is referred to as the “Discloser” and a party receiving information shall be referred to as the “Recipient.”

1. Confidential Information may include, for example and without limitation, scientific knowledge, know-how, processes, inventions, techniques, formulae, products, business operations, customer requirements, designs, sketches, photographs, drawings, specifications, reports, studies, findings, data, plans or other records, biological materials, and/or software. The Confidential Information disclosed under this Agreement is related to:
   (project description, or attach separate page) and related topics regarding possible sponsored research or licensing.
2. Company and University intend to maintain the confidential status of their Confidential Information. Company and University are aware that each may have pursued independent research of its own in the area to which the Confidential Information relates and may have independent knowledge of some of the information the other may disclose.
3. This Agreement shall remain effective for six (6) months from the Effective Date. All obligations of the Recipient with respect to the use and disclosure of Confidential Information hereunder shall terminate three (3) years from the Effective Date.
4. In order for Confidential Information disclosed by one party to the other to be protected in accordance with this Agreement it must be clearly identified as Confidential Information at the time of its disclosure. If Confidential Information is disclosed either orally or visually, at the request of Recipient, Discloser will put such information in a written statement, and such written statement shall be delivered to Recipient within thirty (30) days of such oral or visual disclosure.
5. Recipient shall exercise the same degree of care to protect Discloser’s Confidential Information that it exercises to protect its own Confidential Information and in any event such care shall at least be reasonable care to prevent disclosure of Discloser’s Confidential Information to any third party. Internal dissemination of Discloser’s Confidential Information by the Recipient shall be limited to those employees, agents, representatives, consultants, or affiliates whose duties justify the need to know such information and then only on the basis of a clear understanding by these individuals of their obligation
   (a) to maintain the confidential status of such information and (b) to restrict the use of such information solely to the use specified in Paragraph 6 of this Agreement.
6. Recipient shall not use the Confidential Information disclosed by the Discloser under this Agreement, except for the following purposes: to evaluate mutual business and research activities. Nothing contained in this Agreement shall be construed as granting or implying any right or license to any party to use another party’s intellectual property or to use any Confidential Information disclosed under this Agreement for any other purpose.
7. Recipient shall be under no obligation with respect to any information:
   a. which is, at the time of disclosure, available to the general public;
   b. which becomes, at a later date, available to the general public through no fault of Recipient and then only after the later date;
   c. which Recipient can demonstrate (i) was in its possession before receipt of the information from Discloser or (ii) was developed independently by Recipient without reference to the Confidential

Information provided by Discloser;

d. which is disclosed to Recipient without restriction on disclosure by a third party who has the lawful right to disclose such information, or;
e. which is required to be disclosed to comply with applicable laws or government regulations.

8. Upon request by Discloser, Recipient will discontinue using and return all Confidential Information and copies of Confidential Information within thirty (30) days of receipt of the request, except that Recipient shall have the right to retain one copy of such Confidential Information in its legal archives for the purpose of determining its legal obligations hereunder.
9. A Recipient of tangible products or materials constituting Confidential Information agrees not to analyze or have a third party analyze any such tangible products or materials without prior written permission of Discloser.
10. Any notices required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail, facsimile transmission, or email addressed to the parties as follows:

For University:
Youngstown State University
Office of Research Services
One University Plaza
Youngstown, OH 44555
Telephone: 330-941-2378
Email: svanslambrouck@ysu.edu
For Company:

This Agreement reflects the entire agreement between Company and University regarding information disclosed hereunder, and the Agreement may be modified or altered only in writing.

11. The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of Ohio. Any action brought to enforce this Agreement shall be brought in Ohio.
12. Company will not disclose or provide to any employee or agent of University any information subject to the licensing provisions of the International Traffic In Arms Regulations (ITAR) under 22 CFR §§
120-130, or the Export Administration Regulations (EAR) under 15 CFR §§ 730-774, without the prior written notice to and advance approval by an authorized representative of University.

This Agreement may be executed in one or more counterparts including signing a facsimile or scanned electronic version. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

University	Company
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: