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**UNIVERSITY OF MINNESOTA**

**MUTUAL NON-DISCLOSURE AGREEMENT (SPA)**

The entity (or if applicable, the individual) listed in the signature block below (“Non-UofM Party”) and Regents of the University of Minnesota (“UofM”) are exchanging information, some of which they regard as confidential information, for the purpose of Insert why information is being exchanged (the “Purpose”), and agree as follows with respect to such exchange:

1. **Effective Date and Term.** This Agreement begins on the date of the last signature below (“Effective Date”) and unless terminated earlier as provided in Section 6, expires on Insert date; provided, that a party’s obligation to maintain confidentiality of Confidential Information disclosed during the Term survives for 3 years from the date of disclosure.

2. **Use of Confidential Information**.Each party may use the other party’s Confidential Information (defined below in Section 3) only for the Purpose and shall use reasonable efforts to prevent any unauthorized use or disclosure such information. A party may share the Confidential Information of the other party with a contractor or agent working on their behalf if the party has an agreement in place with the contractor or agent that contains confidentiality terms covering the Confidential Information at least as restrictive as those contained herein. Upon request, the party disclosing Confidential Information to an agent or contractor shall provide the other party a list of such individuals or entities.

3. **Definition of Confidential Information.** Confidential Information of a party means:

(a) written information which prior to disclosure is marked with a legend indicating its confidential status; or

(b) oral or visual information if the disclosing party identifies the information as confidential at the time of disclosure and, within thirty (30) days of such disclosure, delivers to the receiving party a notice summarizing the confidential disclosed; and

(c) with respect to the UofM, research proposals and unpublished data.

4. **Standard Exclusions.** Notwithstanding the foregoing in Section 3, Confidential Information does not include information that

(a) was in receiving party’s possession before receipt from the disclosing party;

(b) is or becomes a matter of public knowledge through no fault of receiving party;

(c) is received by receiving party from a third party having an apparent bona fide right to disclose the information without a duty of confidentiality to the disclosing party, or

(d) is independently developed by receiving party without use of the disclosing party’s Confidential Information.

5. **Disclosures Required by Law.** A party may disclose Confidential Information of the other party when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice. The University’s obligations regarding information it receives from third parties are governed by the [Minnesota Government Data Practices Act](https://www.revisor.mn.gov/statutes/cite/13), Minnesota Statutes, Chapter 13.

6. **Termination.** Either party may terminate this agreement with 5 days prior written notice.

7. **Return or Destruction of Confidential Information**. At the disclosing party's request, and to the extent permitted by law, the receiving party shall promptly either destroy (and provide confirmation of destruction) or return to the disclosing party all of the disclosing party's Confidential Information in its possession.

8. **No Obligation to Proceed.** This agreement imposes no obligation to proceed with any business transaction.

9. **No IP Rights Conveyed.** No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.

10. **No Assignment.** This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by either party without the prior written consent of the other party.

11. **Entire Agreement, Amendments, and Waiver.** This agreement is the parties’ entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this agreement will not constitute a waiver.

12. **Governing Law and Venue.** This agreement is governed by the laws of the State of Minnesota, excluding its conflict-of laws principles. The exclusive venue for any dispute relating to this agreement shall be Hennepin County, Minnesota.

13. **Export Control**. Non-UofM Party shall not provide UofM with any technical data, technology, commodities, or software on the U.S. Munitions List, [22 C.F.R. part 121](https://www.law.cornell.edu/cfr/text/22/part-121), or the Commerce Control List  [15 C.F.R. part 774](http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=15:2.1.3.4.45), to the University [without the prior written consent of the University’s Export Controls Officer](#Export_Control) (J. Patrick Briscoe, bris0022@umn.edu, 612-625-3860). The University may decline receipt of listed items at its sole discretion and at no penalty.

14. **Liability.** Each party is responsible for the negligent acts or omissions of its own employees or agents acting within the scope of their employment or agency regarding the safeguarding and use of the other party’s Confidential Information. The UofM’s liability for its negligent acts or omissions in this regard is subject to the provisions and limits of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736.

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| **THE PARTIES HEREBY EXECUTE THIS AGREEMENT** |
| **Regents of the University of Minnesota** | **Insert Name of Company** |
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| **By:**   | **By:**  Insert Name of Signatory |
| Its: Insert title of signatory**Date:** **MAIL OR EMAIL (PDF) SIGNED COPY TO:**Sponsored Projects Administration OfficeUniversity of MinnesotaAttn: Contracts Manager450 McNamara Alumni Center200 Oak StreetMinneapolis, MN 55455Telephone: 612.624.0327E-mail: ufra@umn.edu | Its Insert Title of Signatory**Date:** Insert Address Line 1 Insert Address Line 2City, State, Zip CodeTelephone: Insert Telephone NumberEmail: Insert email address |
| **SPA Agreement No.:** **Insert File No. and Agreement No.** |  |