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**UNIVERSITY OF MINNESOTA**

**MUTUAL NON-DISCLOSURE AGREEMENT**

In order to evaluate and possibly enter into a business transaction (the “Purpose”), the Regents of the University of Minnesota through its Office for Technology Commercialization, and the other partieslisted in the signature block below hereby agree:

1. **Effective Date.** The Effective Date of this agreement is the date of the last signature below.

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 of the other party’s Confidential Information. No party will be financially liable to any other party for inadvertent disclosure or use of another party’s Confidential Information.

3. **Definition of Confidential Information.** Confidential Information of a party means, with respect to the University, information related to [various technologies developed or controlled by the University or] University Technology Case nos. [Insert Case Number(s) and Title(s)]; and, with respect to all parties:

(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.

(c) any other information which is of a type and nature that a reasonable person, in the context of the disclosure, would understand to be confidential

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 disclosing 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.

6. **Termination.** Any party may terminate this agreement with thirty (30) days prior written notice, but this agreement’s provisions will survive as to Confidential Information that is disclosed before termination.

7. **Return or Destruction of Confidential Information**. At the disclosing party's request, the receiving party shall promptly either destroy or return to the disclosing party all of disclosing party's Confidential Information in its possession.

8. **Expiration of Duty.** Unless the parties otherwise agree in writing, receiving party’s duty to protect Confidential Information expires three (3) years from the date of disclosure.

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

10. **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.

11. **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.

12. **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.

13. **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.

14. **Export Controls and Sanctions**. The parties shall comply with export controls and sanctions statutes and regulations, including the Export Administration Regulations (EAR, 15 C.F.R. pts. 730-774), the International Traffic in Arms Regulations (22 C.F.R. pts. 120-130), and the Foreign Assets Control Regulations (31 C.F.R. pts. 500-599), to the extent such statutes and regulations are applicable to the parties' activities. University routinely hosts, employs, and teaches non-U.S. persons. Accordingly, Company shall not transfer to University any controlled technology, technical data, commodity, software, or other item on the Commerce Control List (15 C.F.R. pt. 774) or U.S. Munitions List (22 C.F.R. pt. 121) except with the prior written consent of University's Export Controls Officer. University may decline the transfer of any such controlled, listed item at its sole discretion, at no penalty, and with no contractual consequence.

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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:      **Date:** **MAIL, FAX, OR EMAIL (PDF) SIGNED COPY TO:**Office for Technology CommercializationUniversity of Minnesota200 Oak Street, Suite 280Minneapolis, MN 55455T Phone: 612.624.0550 Fax: 612.624.6554 E-mail: otcagree@umn.edu  | Its Insert Title of Signatory**Date:** Insert Address Line 1 Insert Address Line 2City, State, Zip CodeTelephone: Insert Telephone NumberFax: Insert Fax NumberEmail: Insert email address |
| **OTC Agreement No.:** **Insert Agreement No.** |  |
|  | Insert Name of Company |
|  |  |
|  | By:   |
|  | Its Insert Title of SignatoryDate: Insert Address Line 1 Insert Address Line 2City, State, Zip CodeTelephone: Insert Telephone NumberFax: Insert Fax NumberEmail: Insert email address |
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