

BILATERAL NON-DISCLOSURE AGREEMENT

This Agreement is made as of _____, 2017 (the "Effective Date") by and between WAYNE STATE UNIVERSITY ("WSU") having an office at Technology Commercialization, 5057 Woodward Avenue, Suite 6400, Detroit, Michigan 48202, and _____, ("COMPANY") a _____ having a principal place of business at _____.

Recitals

WSU has developed certain technology and methodologies relating to _____, including information that WSU regards as confidential and proprietary information of WSU. COMPANY has developed certain products, technology and methodologies relating to _____, including information that COMPANY regards as confidential and proprietary information of COMPANY. Each party proposes to disclose certain of its information to the other party for the limited purpose(s) set forth on the last page of this Agreement (in each case, the "Permitted Purpose"). This Agreement sets forth the parties' understanding with respect to all such confidential information.

Agreement

WSU and COMPANY agree as follows:

1. "Confidential Information" shall mean all information that (a) is disclosed to either party (the "Receiving Party") or its representatives by the other party (the "Disclosing Party") relating to the technology or methodologies of the Disclosing Party; (b) relates to the Disclosing Party's past, present and future research, development and business activities including, but not limited to: confidential ideas, know-how and technical information relating to the development or production of _____; and (c) is identified in writing as confidential or, if orally or visually disclosed, is identified in writing as confidential within thirty (30) days following disclosure.

2. The Confidential Information of each party will be used by the other party solely for the Permitted Purpose. All Confidential Information will be received and held in confidence by the Receiving Party, subject to the provisions of this Agreement. Each party acknowledges that it will not obtain any rights of any sort in or to the Confidential Information of the other party as a result of such disclosure and that any such rights must be the subject of separate written agreement(s).

3. Each party will restrict disclosure of the other party's Confidential Information to those of its employees to whom it is necessary to disclose such Confidential Information in connection with the Permitted Purpose. Neither party will disclose the other party's Confidential Information to any third party.

4. Confidential Information shall not include the following:

- (a) any information that the Receiving Party can show by documentary evidence was in its possession prior to the disclosure to it hereunder; or

- (b) any information that comes into the possession of the Receiving Party, its agents or employees from another party who is under no obligation to the other to maintain confidentiality of such information; or
- (c) any information that becomes generally known other than through the fault of the Receiving Party, or its employees or agents;
- (d) any particular portion of the Confidential Information which Receiving Party can show by documentary evidence was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information or other information that the Disclosing Party has disclosed in confidence to any third party; or
- (e) any information which is required to be disclosed by law or legal process.

The burden of proving these exceptions to the provisions of this Agreement resides with the Receiving Party. It is understood that in the event a portion or aspect of Confidential Information becomes generally known, only that portion or aspect shall not be governed by this Agreement and that all other aspects of such Confidential Information shall remain subject to the provisions of this Agreement.

5. Each of the parties shall use best efforts, including at least efforts fully commensurate with those employed by the party for the protection of its own Confidential Information, to protect the Confidential Information of the other party. The period during which the parties may disclose Confidential Information under this Agreement shall begin on the Effective Date and shall end three (3) years from the Effective Date. Either party may terminate this Agreement by giving the other party ten (10) days' written notice. The confidentiality and use provisions of this Agreement shall survive the expiration or termination of this Agreement and shall remain in full force and effect for a period of five (5) years after the expiration or termination of this Agreement.

6. Either Disclosing Party may at any time notify the Receiving party that such Receiving Party must return to the Disclosing Party the Disclosing Party's Confidential Information. Each party hereby agrees to, within ten (10) days of such notification: (a) return all documents and tangible items it or its employees or agents have received or created pursuant to this Agreement pertaining, referring or relating to the other party's Confidential Information; and (b) return or certify (in a writing attested to by a duly authorized officer of such party) destruction of all copies, summaries, records, descriptions, modifications, drawings or adaptations which such party or its employees or agents have made from the documents and files referred to in Section 1 or from oral disclosures.

7. If any of the Confidential Information of either Disclosing Party is or becomes the subject of a patent application, patent, or copyright registration made or received by such Disclosing Party under the laws of the United States or any foreign jurisdiction, the Receiving Party hereby agrees that the Disclosing Party, subject to any subsequent written agreement between the parties to the contrary, will have all the rights and remedies available to it as a result of said patent application, patent or copyright registration.

8. This Agreement shall be governed by and construed under the laws (other than the choice or conflict of laws provisions) of The State of Michigan. This Agreement was negotiated and executed in the English language and the parties agree that this English language version of the Agreement shall control over all other versions. The provisions of this Agreement may not be amended except in a writing signed on behalf of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the Effective Date.

WAYNE STATE UNIVERSITY

COMPANY

By: _____

By: _____

Name: Joan Dunbar, Ph.D.

Name:

Title: Associate Vice President,
Technology Commercialization

Title:

Date: _____

Date: _____

Address:

Technology Commercialization
5057 Woodward Ave, Ste 6400
Detroit, MI 48202
Attn: File No. _____

Address:

Fax: 313-577-5650

Fax:

Permitted Purpose:

WSU and COMPANY may each use the Confidential Information of the other party for the limited purpose of evaluating COMPANY's interest in sponsoring a collaborative research program at WSU relating to _____ and the parties' interest in undertaking such collaborative research OR participating in the commercial development of WSU's Confidential Information.