

## UNILATERAL NON-DISCLOSURE AGREEMENT

This Agreement is made as of the last date set forth below (the "Effective Date") by and between Wayne State University ("WSU") and **COMPANY NAME** ("RECEIVING PARTY").

### Recitals

WSU has developed certain technology and methodologies relating to \_\_\_\_\_, including information that WSU regards as confidential, proprietary information of WSU. WSU proposes to disclose certain of such information to RECEIVING PARTY for the limited purpose(s) described on the last page of this Agreement (the "Permitted Purpose"). This Agreement sets forth the parties' understanding with respect to all such confidential information.

### Agreement

WSU and RECEIVING PARTY agree as follows:

1. "Confidential Information" shall mean all information disclosed to RECEIVING PARTY or its representatives by WSU (a) relating to the technology or methodologies of WSU referred to above; or (b) that relates to WSU'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) that 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 will be used by RECEIVING PARTY solely for the Permitted Purpose. All Confidential Information will be received and held in confidence by RECEIVING PARTY, subject to the provisions of this Agreement. RECEIVING PARTY acknowledges that it will not obtain any rights of any sort in or to the Confidential Information as a result of such disclosure and that any such rights must be the subject of separate written agreement(s) with WSU.

3. RECEIVING PARTY will restrict disclosure of Confidential Information to those of its employees to whom it is necessary to disclose such Confidential Information in connection with the Permitted Purpose. RECEIVING PARTY warrants to WSU that all persons permitted access to Confidential Information shall have executed confidentiality agreements obligating them to preserve the confidentiality and restricting the use of such Confidential Information. RECEIVING PARTY will not disclose 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 WSU 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. RECEIVING PARTY shall use its best efforts, including at least efforts fully commensurate with those employed by RECEIVING PARTY for the protection of its own confidential information, to protect the Confidential Information. The confidentiality and use provisions of this Agreement shall remain in full force and effect for a period of five (5) years from the Effective Date.

6. WSU may at any time notify the RECEIVING PARTY that RECEIVING PARTY must return the Confidential Information to WSU. RECEIVING PARTY shall within ten (10) days of such notification: (a) return all media under its control embodying the Confidential Information; and (b) return or certify (in a writing attested to by a duly authorized officer of RECEIVING PARTY) destruction of all copies, summaries, records, descriptions, modifications, or adaptations which RECEIVING PARTY or its employees or agents have made from the media referred to in Section 1.

7. If the Confidential Information is or becomes the subject of a patent application, patent, or copyright registration made or received by WSU under the laws of the United States or any foreign jurisdiction, RECEIVING PARTY hereby agrees that WSU, 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. The provisions of this Agreement may not be amended except in a writing signed on behalf of each party.

The parties have hereinafter indicated their acceptance of this Agreement.

**WAYNE STATE UNIVERSITY**

**RECEIVING PARTY NAME**

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

Address:

Fax: 313-577-5650

Fax:

Permitted Purpose: The purpose for which RECEIVING PARTY may use the Confidential Information is limited to assessing its interest in licensing and/or the commercial development of Confidential Information.