

NON-DISCLOSURE AGREEMENT

Kent State University
Office of Technology Commercialization
145 Cartwright Hall
Kent, OH 44242

OTC USE ONLY

Effective Date: _____

KSU NDA No.: _____

In order to protect certain confidential information which may be disclosed between them, Kent State University, a state university of Ohio, USA ("Kent") and the individual identified below ("Company"), (together "the parties"), intend to be legally bound. The parties agree that:

1. The discloser(s) of confidential information is (are):
Kent State University and (Kent, Company, or Both):

2. The parties representatives for disclosing or receiving confidential information are:
Kent State: _____
and Office of Technology Commercialization personnel as appropriate
Company: _____
3. The confidential information ("Information") disclosed under this Agreement is related to _____ with a potential for sponsored research.
4. This Agreement controls only information which is disclosed to a party ("Recipient") during the period between the effective date and five years subsequent to the effective date.
5. A Recipient shall use the Information only for the purpose of discussion for potential collaboration.
6. Recipient shall protect the disclosed Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized disclosure of the Information, as the Recipient uses to protect its own confidential Information of a like nature.
7. In the event that Recipient is required by judicial or administrative process to disclose Information, Recipient shall promptly notify discloser and allow discloser a reasonable time to oppose such process.
8. A Recipient's duties under Paragraphs 5, 6, and 7 of this Agreement expire: five years after last disclosure.
9. A Recipient of information on tangible products or materials constituting Information agrees not to analyze or have a third party analyze any such tangible products or materials without prior written permission of discloser.
10. This agreement imposes no obligation upon a Recipient with respect to information that (a) was in the Recipient's possession before receipt from the discloser; (b) is or becomes available to the public through no fault of the Recipient; (c) is received in good faith by the Recipient from a third party and is not subject to an obligation of confidentiality owed to the third party; or (d) is independently developed by the Recipient without reference to information received hereunder.
11. A Recipient agrees to return all extant information, including tangible products or materials(s), received from the discloser upon request of the discloser except that Recipient may retain in the office of its legal counsel or its designee one copy of written information for record purposes only.
12. Each discloser warrants that it has the right to make disclosures under this Agreement.
13. Neither party acquires any license under intellectual property rights of the other party pursuant to this Agreement except the limited right to use set out in Paragraph 5 above.
14. Neither party has an obligation under this Agreement to purchase any service or item from the other party.
15. Neither party has an obligation under this Agreement to offer for sale products using or incorporating Information.
16. A Recipient shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from the discloser or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.
17. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
18. All additions or modifications to this Agreement must be made in writing and must be executed by both parties.
19. The relationship created under this Agreement is confidential and is to be treated as information according to the terms of this Agreement.

This Agreement is being executed in duplicate. Return one fully executed copy to the Office of Technology Commercialization at 145 Cartwright Hall, Kent State University, Kent, Ohio 44242-0001 (telephone number 330-672-3043).

COMPANY

Company Name			
Address			
City, State, Zip Code			
Contact email address			
Contact telephone number			
Authorized Signature		Date	
Printed Name			
Job Title			

KENT STATE UNIVERSITY

Office of Technology Commercialization Research and Sponsored Programs			
Address	145 Cartwright Hall		
City, State, Zip Code	Kent, Ohio 44242-0001		
Contact email address			
Telephone number	330-672-3043		
Authorized Signature		Date	
Printed Name			
Job Title			