NORTH CAROLINA STATE UNIVERSITY

**CONFIDENTIALITY AGREEMENT**

 The undersigned, **North Carolina State UNIVERSITY** (hereinafter called the “RECIPIENT”), in consideration for the use of certain confidential information, knowledge, data and/or know-how related to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "Information") made available to the RECIPIENT by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter called "DISCLOSER"), hereby agrees as follows:

1. The RECIPIENT agrees to keep the INFORMATION in confidence and to use the INFORMATION only for the purpose of evaluation and review. Except as expressly provided for in Section 3 below, RECIPIENT shall not disclose or make available the INFORMATION to any other person, institution or firm. Further, except as expressly provided for herein, the RECIPIENT shall not use the INFORMATION for any commercial benefit or any research purpose. DISCLOSER shall disclose their INFORMATION to RECIPIENT in writing, marked “Confidential”, and in sufficient detail to enable RECIPIENT to fully evaluate the same. If INFORMATION is provided orally, visually or in another non-tangible form, the INFORMATION will be reduced to written form, marked “Confidential”, and submitted to the receiving party within thirty (30) days of the disclosure. The restrictions and obligations of this Agreement shall remain in full force and effect for a period of three (3) years from the date last entered herein below.

2. Any obligation of the RECIPIENT as set forth in the preceding paragraph shall not apply to any information, knowledge, data and/or know-how which:

(a) already known to the receiving party at the time of the disclosure;

(b) publicly known without the wrongful act or breach of this agreement by the receiving party;

(c) rightfully received by the receiving party from a third party on a non‑confidential basis;

(d) subsequently and independently developed by employees of the receiving party who had no knowledge of the INFORMATION by written records;

1. approved for release by written authorization of the disclosing party;

(f) required to be disclosed by law or judicial action.

1. The RECIPIENT agrees to obligate in writing its consultants who shall have access to any portion of INFORMATION to protect the confidential and proprietary nature of INFORMATION under obligations at least as strict those contained in this Agreement. RECIPIENT agrees to return to DISCLOSER all written INFORMATION received hereunder upon completion of its use or upon request of DISCLOSER (whichever shall first occur); provided, however, one (1) copy of such material may be retained by RECIPIENT for the purpose of fulfilling its obligations under this Agreement.
2. Except as strictly provided for in this Agreement, no right or license, either express or implied, to the INFORMATION is granted by the signing of the Agreement or the disclosure of any information hereunder.
3. The Undersigned, by signing this Agreement, represents that he/she is authorized on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Discloser) to enter into this Agreement for and on behalf of the Discloser.
4. The DISCLOSER represents that to its present knowledge it has the full right and authority to disclose the INFORMATION, and to its present knowledge, there has been no sale, assignment, license or transfer to any person, firm or corporation which would be inconsistent with said representations.
5. This Agreement is entered into in the State of North Carolina and must be interpreted in accordance with and its performance governed by the laws of the State of North Carolina, without reference to its conflicts of laws provisions. Any and all litigation relating to this Agreement or the parties' performance hereunder must be in the State Courts of North Carolina with the venue being Wake County. The parties consent to the jurisdiction of those courts.
6. This Agreement and the Parties to this Agreement are subject to all of the United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities and technology and this Agreement requires compliance with applicable United States export laws and regulations. Provider acknowledges that if it desires to disclose export controlled information or materials there exists a strong likelihood that faculty and/or students involved in receiving the information and carrying out the purpose of this agreement may be foreign nationals, non-US permanent residents, or on the denied persons/entity list.  Provider certifies that any information that it discloses to NCSU shall not be controlled by US export laws and if Provider wishes to disclose information or materials controlled by US export control laws, Provider shall notify NCSU prior to disclosure and shall not disclose said information or materials until Provider receives authorization from NCSU, Office of Research Commercialization that it intends to accept said information or materials. Notification of intent to disclose controlled information or materials shall be made to Director, Office of Research Commercialization, Campus Box 8210, Raleigh, NC 27695-8210.
7. For the purpose of all written communications and notices between the parties, their addresses are:

NCSU Notice COMPANY Notice

#### For delivery via the U.S. Postal Service

Office of Research Commercialization **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

North Carolina State University **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Attn: Senior Agreements Manager **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Campus Box 8210 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Raleigh, NC 27695-8210 USA \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For delivery via courier

Office of Research Commercialization

North Carolina State University

Attn: Senior Agreements Manager

Poulton Innovation Center

1021 Main Campus Drive

Raleigh, NC 27606 USA

NCSU Technical/Scientific Contact

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Raleigh, NC 27695 USA

1. The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

Approved for NCSU: Approved for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Authorized Representative)

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_