

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Mutual Confidential Disclosure Agreement (“Agreement”) is made as of the _____ (____) day of _____ 20__ (the “Effective Date”), between the University of North Carolina at Charlotte (University”) and _____, with principal offices located at _____ (“Company”).

WHEREAS, each party has certain confidential information and proprietary rights to advanced technologies, patentable inventions, copyrightable materials, and other forms of general intellectual property, supporting materials and other written or oral materials (hereinafter the “Confidential Information”); and

WHEREAS, Company wishes to explore possible collaborative research and development activities with University; and

NOW THEREFORE, the parties hereby covenant and agree as follows.

1. Upon complete execution of this Agreement, either party may disclose (“Discloser”) to the other party (“Recipient”) Confidential Information, in writing or orally, during the term of this Agreement. Recipient shall receive and use the Confidential Information for the sole purpose of research advancement, and for no other purpose. Recipient agrees not to make use of the Confidential Information except for such research advancement and agrees not to disclose the Confidential Information to any third party or parties without the prior written consent of the Discloser.

2. No express or implied license to use the Confidential Information for any purpose other than such research advancement is permitted hereunder. This Agreement does not constitute an offer for license or sale by the Discloser. The Confidential Information is owned by the Discloser and will continue to be owned by the Discloser after it is transmitted to Recipient pursuant to this Agreement.

3. Upon expiration or termination of this Agreement, and upon written request, Recipient shall promptly return to the Discloser the Confidential Information and all copies thereof, including but not limited to prototypes, written documentation, drawings, photographs and models.

4. Recipient shall use its best efforts to preserve the confidentiality of the Confidential Information as it would as if the Confidential Information had been developed by Recipient and was to be retained in confidence by it and shall use not less than reasonable care with respect to such Confidential Information. Recipient shall obligate its affiliates with access to any portion of the Confidential Information to protect the proprietary nature of the Confidential Information.

Recipient shall have no obligation to refrain from disclosing or using the following information which:

- (a) is generally available to the public at the time of this Agreement;

- (b) becomes part of the public domain or publicly known or available by publication or otherwise, not through any unauthorized act or omission of Recipient;
- (c) is lawfully disclosed to the Recipient by third parties without breaching any obligation of non-use or confidentiality; or
- (d) has been independently developed by persons in Recipient's employ or otherwise who have no contact with Confidential Information, as proven with written records.

5. The interpretation and validity of this Agreement shall be governed by the laws of the State of North Carolina.

6. The term of this Agreement shall be ____ (__) years from the Effective Date hereof. All obligations of Recipient with respect to the use and disclosure of the Confidential Information shall terminate at the end of such ____ (__) year period.

7. This Agreement represents the entire agreement and understanding in this matter by and between the parties hereto, and all prior oral and written understandings or agreements are expressly superceded hereby.

8. Company shall not assign any rights or obligations under this Agreement without the prior written consent of the University.

9. This Agreement shall be legally binding upon the undersigned, their directors, officers, employees, successors and assigns.

10. The parties make no representations with respect to, and do not warrant, any information provided under this Agreement but shall furnish such in good faith. Without restricting the generality of the foregoing, the parties make no representations or warranties, either written, oral, statutory, express, or implied, with respect to the Confidential Information which may be provided hereunder, including without limitation, any warranty of merchantability or fitness for a particular purpose.

In Witness whereof, the parties have executed this Agreement by their respective duly authorized officer or representative.

By: _____
 Carl P.B. Mahler II
 Executive Director
 Office of Technology Transfer
 University of North Carolina at Charlotte
 9201 University City Blvd.
 Charlotte, NC 28223-0001

By: _____

