**CONFIDENTIAL DISCLOSURE AGREEMENT**

This agreement (the “Agreement”) shall be effective as the \_\_\_ day of \_\_\_ 20\_\_\_ (the “Effective Date”), and shall constitute an Agreement by and between the University of Iowa, a nonprofit educational institution having an address at c/o Division of Sponsored Programs, 2 Gilmore Hall, Iowa City, Iowa 52242 on behalf of \_\_\_\_\_("UI"), and \_\_\_\_\_\_\_\_\_\_\_having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Company"). Each of UI and Company are each a “Party” to this Agreement, and are also referred to herein as the “Parties”.

WHEREAS, there exists certain confidential and technical information developed at UI in the laboratory of which is described as follows:, and;

WHEREAS, UI will disclose certain confidential and proprietary information to Company in order for Company to evaluate such information for possible licensing and commercial use [or state other purpose] (the “Project”), and;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. The foregoing preamble and recitals are hereby incorporated and made part of this Agreement.
2. The confidential information to be disclosed under this Agreement (“Confidential Information”) can be described as and includes technical and business information relating to inventions, proprietary ideas and/or patentable ideas, patent applications, techniques, scientific knowledge, know-how, processes, existing and/or contemplated products and services, software, biological material, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated by UIRF as “Confidential Information” at the time of disclosure.
3. In addition to the above, Confidential Information shall also include, and Company shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by UIRF in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by UIRF in any other manner including, but not limited to, orally or visually, and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Company within thirty (30) days of the disclosure. Notwithstanding the above, Company agrees that any failure on the part of UIRF to so mark, designate or confirm such information as confidential or proprietary shall not cause the information to be considered non-confidential or non-proprietary if Company knew or reasonably should have known that it was the type of information which is or should be considered as confidential or proprietary.
4. It is hereby acknowledged by UIRF that Company shall incur no obligation or liability merely for examining and considering UIRF's Confidential Information. However, Company agrees that it will not use UIRF's Confidential Information for any purpose other than for the purpose of evaluation as set forth in Article 1 above, unless and until a further signed agreement is made setting forth the terms and conditions under UIRF's Confidential Information may otherwise be utilized by Company.

5. It is recognized that Company may be required to disclose UIRF’s Confidential Information to employees, for purposes of the evaluation. Company agrees to exercise reasonable care in the selection of such employees, and will fully advise all such persons of the confidentiality of this Confidential Information and shall secure the agreement of all such persons to comply with the terms and conditions of this Agreement. The number of such employees will be limited to those who need to know for said evaluation purposes. Company agrees not to otherwise disclose UIRF’s Confidential Information to any third party without the express written permission of UIRF.

6. This Agreement imposes no obligation upon Company with respect to any of UIRF’s Confidential Information: (a) that was possessed by Company before receipt; (b) is or becomes a matter of public knowledge through no fault of Company; (c) is rightfully received by Company from a third party not owing a duty of confidentiality; (d) is disclosed by Company without a duty of confidentiality to a third party by, or with the prior written authorization of, UIRF; (e) is independently developed by Company; or (f) that is required to be disclosed by Company pursuant to law or court order.

7. Company’S obligations under paragraphs 2, 3, 4 and 5 shall extend for a period of three (3) years from the date of this Agreement. Within thirty (30) days of UIRF’s written request, Company will discontinue use of and promptly return all Confidential Information, including any specimens or materials encompassing that Confidential Information, received by Company pursuant to this Agreement. Company may retain one (1) copy thereof in its secure business files solely for regulatory purposes, and for purposes of monitoring Company’s ongoing obligations under this Agreement.

8. This Agreement shall not be construed by implication or otherwise, as a grant by UIRF of any authority, license or other rights in or to the information provided by UIRF to Company under any us or foreign patent, patent application, copyright, know-how, or other intellectual property right or interest belonging to UIRF hereto except the limited right granted to Company to use the Confidential Information for the Purpose of this Agreement.

9. It is understood by Company that portions of the disclosed Confidential Information may relate to products that are under development or planned for development.  UIRF is supplying the Confidential Information "as is" and makes no warranties, express or implied, regarding the accuracy of this confidential information, and accepts no responsibility for any expenses, losses or action incurred or undertaken by Company as a result of the receipt of the confidential information.  UIRF shall not be responsible for any special, incidental, consequential or indirect damages, loss of use, lost profits or any other loss or damage arising out of, resulting from or in any way associated with Company’s use, access to, or possession of the confidential information.  It is further understood by Company that UIRF does not make any express or implied warranties of merchantability or fitness for a particular purpose as to the confidential information disclosed hereunder.

10. Company agrees to comply with all applicable laws and regulations, including those laws and regulations related to Export Control.

11. The interpretation and validity of this Agreement and the rights of the Parties shall be governed by the laws of the State of Iowa without regard to any conflicts of laws principles that would require the application of the laws of another jurisdiction. Any claim or controversy arising out of or related to this Agreement or any breach hereof shall be submitted to a court of applicable jurisdiction in the State of Iowa, and each Party hereby consents to the exclusive jurisdiction and venue of such court.

12. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that the disclosing party may have no adequate remedy in money or other damages and accordingly shall be entitled to seek injunctive relief in any court of competent jurisdiction.

13. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

14. The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

15. This Agreement states the entire agreement between the Parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

16. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same Agreement. Each party acknowledges that an original signature or a copy thereof transmitted by facsimile, e-mail or other means of electronic transmission will constitute an original signature for purposes of this Agreement, and have the same force and legal effect as if the original had been received.

Accepted and agreed to:

THE UNIVERSITY OF IOWA

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

Name: Wendy Beaver

Title: Executive Director

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

[Company NAME]

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

Name:

Title:

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