**MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT**

This agreement (the “Agreement”) shall be effective as of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, 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 its employee, \_\_\_\_\_\_\_\_ ("UI”), and\_\_\_\_\_\_\_\_\_\_\_\_\_, having an address at \_\_\_\_\_\_\_\_\_\_ ("Sponsor"). Each of UI and Sponsor are 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 related to UI’s expertise related to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

WHEREAS, Sponsor is interested in evaluating the confidential and technical information to further to evaluate a collaboration for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Purpose”), and;

WHEREAS, Sponsor will disclose certain confidential and proprietary information of Sponsor to UI also relating to Sponsor’s products in order for the Parties to effectively evaluate the Purpose.

NOW, THEREFORE, in order for the Parties to provide one to the other certain information that is considered confidential and proprietary, to ensure the protection of such information and in consideration of the premises and mutual representations contained herein, the Parties hereto agree as follows:

1. The foregoing preamble and recitals are hereby incorporated and made part of this Agreement.

1. The confidential information to be disclosed under this Agreement (“Confidential Information”) can be described as and includes, but is not limited to, technical and business information relating to inventions, proprietary ideas and/or patentable ideas, patent applications, background intellectual property, 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, licensees, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of disclosure.
2. In addition to the above, Confidential Information shall also include, and the receiving party shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by the disclosing party in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by the disclosing party 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 the receiving party within thirty (30) days of the disclosure. Notwithstanding the above, the Parties agree that the failure 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 the receiving party knew or reasonably should have known that it was the type of information which is or should be considered as confidential or proprietary.
3. It is hereby acknowledged by the Parties that no obligation or liability shall be incurred by the receiving party for merely examining and considering the Confidential Information of the providing party. However, the Parties further agree that the providing party’s Confidential Information will not be used for any purpose other than for the purpose of the Purpose as set forth in Article 1 above, unless and until a further signed agreement is made setting forth the terms and conditions under which the Confidential Information may otherwise be utilized.
4. It is recognized that the Parties may be required to disclose the Confidential Information to employees or affiliates, for purposes of the evaluation. Both parties will exercise reasonable care in the selection of said employees, and will fully advise all such persons of the confidentiality of this Confidential Information to comply with the terms and conditions of this Agreement. The number of employees will be limited to those who need to know for purposes of the Purpose. Neither Party shall otherwise disclose Confidential Information of the other to any third party without the written permission of the providing party.

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

7. Each Party's obligations under paragraphs 2, 3, 4, and 5 shall extend for a period of three (3) years from the Effective Date of this Agreement. Within thirty (30) days of the providing party’s written request, the receiving party will discontinue use of and promptly return all of the disclosing party's Confidential Information, or materials encompassing that Confidential Information. Recipient may retain one (1) copy thereof in its secure business files solely for regulatory and legal purposes, and for purposes of monitoring its ongoing obligations under this Agreement.

8. This Agreement shall not be construed, by implication or otherwise, as a grant by either Party of any authority, license or other rights in or to the information exchanged under any US or foreign patent, patent application, copyright, know-how, or other intellectual property right or interest belonging to the disclosing party except the limited right to use the Confidential Information solely for the Purpose of this Agreement.

9. It is understood by the Parties hereto that portions of the disclosed Confidential Information may relate to products that are under development or planned for development.  The providing party 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 the receiving party as a result of the receipt of the confidential information.

10. The parties agree to comply with all applicable laws and regulations, including those laws and regulations related to U.S. 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 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 the 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 the 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 electronic means of transmission will constitute an original signature for purposes of this Agreement, and will 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SPONSOR

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

Name:

Title:

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