

(Revised 12/30/99)

NON-DISCLOSURE AGREEMENT

WHEREAS **[insert company name]** and The Board of Regents of the University of Wisconsin System on behalf of The University of Wisconsin-Madison (the “parties”) have information regarding **[insert general description of information]** in which each party may have proprietary interest such as patentable subject matter not yet covered by a patent application and other intellectual property or other interests which require that the information be maintained in confidence; and

WHEREAS the parties wish to enter into discussions for the purpose **[insert description of purpose, such as: of initiating a collaboration and developing research projects of mutual interest]**; and

WHEREAS during the course of such discussions the parties may disclose proprietary or other Confidential Information to each other.

NOW THEREFORE the parties agree as follows:

1. All information disclosed by one party to the other during these discussions which is designated in writing as “confidential information” at the time of disclosure or if disclosed orally is designated in writing as “confidential” within fifteen (15) days of disclosure is Confidential Information. Unless otherwise required by law, the recipient agrees to maintain in confidence such Confidential Information disclosed or submitted to it by the other party and to use it only for the purpose of this Agreement. The recipient will take such steps as may be reasonably necessary to prevent disclosure of the Confidential Information to others, but at least the same level of security as is afforded to the recipient's own proprietary or Confidential Information. Confidential Information does not include information which:
 - (a) Is generally available in the public domain or thereafter becomes available to the public through no act of recipient; or
 - (b) Was independently known prior to receipt thereof or is subsequently discovered independently by an employee of recipient who had no access to the information supplied by the disclosing party under this agreement; or
 - (c) Was made available to recipient as a matter of lawful right by a third party.
2. All materials transmitted from one party to the other and containing Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party upon request unless previously destroyed. No copies will be made or retained of any written Confidential Information supplied by the disclosing party. Confidential Information will not be provided in any form by the recipient to any third party without the prior permission of the disclosing party.

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3. Except for the purpose of this Agreement, the recipient will not commercially utilize any of the Confidential Information. It is expressly acknowledged by the parties that the transmission of the material containing such Confidential Information shall not be construed to grant the recipient an implied or express license or option to a license of any type under any patents, know-how or trademarks owned or controlled by the disclosing party.
4. The parties agree to inform their personnel who receive the Confidential Information of the terms of this Agreement.

The obligations of the parties under this Agreement shall survive and continue for one (1) year from the date of its full execution.

The Board of Regents of the University of
Wisconsin System on Behalf of the University of
Wisconsin - Madison

By: _____

Title

Name Printed

Date

[COMPANY]

By: _____

Title

Name Printed

Date