

NON-DISCLOSURE AND NON-USE AGREEMENT

(Exchange)

This AGREEMENT, effective the day of , 20 , is entered into between the **UNIVERSITY OF CONNECTICUT (UCONN)**, having an office at the Office for Sponsored Programs, 438 Whitney Road Extension, Unit 1133, Storrs, Connecticut 06269-1133 and the company: , having a principal office , (hereinafter collectively referred to as "**PARTIES**").

WITNESSETH

WHEREAS, the **PARTIES** are in possession of certain proprietary information relating to (hereinafter referred to as the "Technology;") and

WHEREAS, the **PARTIES** are willing to exchange certain information relating to the Technology, under the terms and conditions set forth herein, for evaluation purposes only.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the **PARTIES** agree as follows:

1. The term "Confidential Information" shall mean any and all information, data or know-how, whether in written or in oral form and whether technical or non-technical, as well as any sample, which relates to the Technology, provided, however, that the oral disclosure of any information, data or know-how must be documented by the disclosing party within thirty (30) days by a writing substantially disclosing the same if such information, data or know-how is to be considered as being "Confidential Information." All materials considered to be confidential shall be clearly marked with the legend "Confidential and Proprietary Information," or a legend equivalent thereto.
2. After the execution of this AGREEMENT, the **PARTIES** may exchange Confidential Information for the sole purpose of enabling the receiving party to perform the above described evaluation. For a period of years from the date of receipt of such Confidential Information, the **PARTIES** agree:
 - a) not to use the Confidential Information which they receive for any purpose other than the performance of the above described evaluation;
 - b) to treat the Confidential Information which they receive as they would their own proprietary information of like nature; and,
 - c) to take all reasonable precautions to prevent the disclosure of the Confidential information which they receive to any third party, other than Affiliated Companies, as defined herein, which agree to be bound by the terms of this AGREEMENT as if they had themselves executed it as a party.

- d) The Term "Affiliated Company" shall mean:
- 1) a business entity which owns, directly or indirectly, a controlling interest in one of the **PARTIES**, by stock ownership or otherwise; or
 - 2) a business entity of which a controlling interest is owned by one of the **PARTIES**, either directly or indirectly, by stock ownership or otherwise; or,
 - 3) a business entity of which ownership of the controlling interest is directly or indirectly common to that of one of the **PARTIES**.
3. The **PARTIES** shall be relieved of any and all obligations under Paragraph 2 of this AGREEMENT regarding Confidential Information which:
- a) was independently known to the either party prior to exchange hereunder, or independently developed at any time without the use of the other party's confidential information as demonstrated by written documents; or
 - b) is generally available to the public at the time of disclosure or, after disclosure hereunder, becomes generally available to the public through no fault attributable to either party; or
 - c) is hereafter made available to either party by any third party having a right to do so as demonstrated by written documents; or
 - d) is required to be disclosed by law or court order or rule, provided that the disclosing party shall give prompt advance notice to the other party of such disclosure requirement.
4. Nothing in this AGREEMENT shall be construed as granting any license or right under any patent rights or as representing any commitment by either party to enter into any agreement, by implication or otherwise.
5. The **PARTIES** agree to return promptly, upon request, all the Confidential Information received, except that the receiving party may, at its option, retain one archival copy thereof for the purpose of determining any continuing obligation of confidentiality.
6. The **PARTIES** warrant that each has the full and unconditional right to disclose the Confidential Information covered by this AGREEMENT.
7. This AGREEMENT shall constitute the entire understanding between the **PARTIES** with respect to the Confidential Information.
8. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Connecticut and the United States of America.

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the day and year first above written.

UNIVERSITY OF CONNECTICUT

COMPANY

By: _____

By: _____

Typed Name:

Typed Name:

Title:

Title:

Date:

Date: