

# NON-DISCLOSURE AGREEMENT

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

Agreement No.: \_\_\_\_\_

1. The parties to this Agreement and their addresses are:

"Participant"
---------------

THE PENNSYLVANIA STATE UNIVERSITY Office of Sponsored Programs 110 Technology Center University Park, PA 16802-7000 "Penn State"
--

2. **RECIPIENT OF CONFIDENTIAL INFORMATION SHALL BE:** Penn State Participant Both

3. The "Purpose" for which Confidential Information shall be disclosed under this Agreement is limited to the following:

4. Description of **Participant** Confidential Information to be disclosed (if applicable):

5. Description of **Penn State** Confidential Information to be disclosed (if applicable):

6. **REPRESENTATIVES.** Confidential Information, notices and communications under this Agreement shall be transmitted to the representatives listed below appointed by the parties, subject to the provisions in Article 10 of this Agreement. Any change of representative shall be made only upon written notice to the other party.

<b>For Participant:</b>	<b>For Penn State:</b>
<b>If Confidential Information</b>	<b>If Confidential Information</b>
Attn.: Attn.:	
Address: Address:	

Email: Email:

<b>If Notices and Communications</b>	<b>If Notices and Communications</b>
Attn.: Attn.: John W. Hanold	
Address: Address: Same as listed in Article 1	

Email: Email: nda-osp@psu.edu

7. **CONFIDENTIALITY AND NON-USE.** Subject to exceptions stated below, a recipient of Confidential Information may not disclose such Confidential Information or use the same except for the Purpose of this Agreement (designated in Article 3). Recipient shall use reasonable care not to disclose to any third party Confidential Information disclosed by the other party and recipient shall not offer for sale or manufacture, or otherwise disclose to any third party devices (or related information) utilizing any of the Confidential Information, unless otherwise permitted in writing by the disclosing party.

8. **TERM.** The non-use and non-disclosure obligations of this Agreement shall expire five (5) years from the Effective Date. Unless terminated under Article 9, all Confidential Information disclosures hereunder shall be completed no later than one (1) year following the Effective Date.
9. **TERMINATION.** This Agreement may be terminated by either party by giving thirty (30) days prior written notice. Upon termination or expiration, all Confidential Information furnished hereunder shall remain the property of the disclosing party and shall be returned or destroyed promptly upon request together with all copies of Confidential Information made thereof by the receiving party, except that one copy may be retained by the recipient in a separate and secure file for record purposes only. Upon request, the receiving party shall furnish the disclosing party written notice certifying destruction. Termination of this Agreement or the return of Confidential Information shall not, however, affect the rights and obligations hereunder with respect to Confidential Information, which will continue for a period of five (5) years from the Effective Date.
10. **GENERAL.** Confidential Information may include, by way of example but without limitation, data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, studies, findings, inventions. To the extent practical, Confidential Information shall be disclosed in documentary or tangible form marked "Proprietary" or "Confidential." In the event Confidential Information is orally or visually disclosed, recipient shall not be bound by the obligations set forth herein unless same is reduced to writing, marked as "Confidential" or "Proprietary" and forwarded to recipient within thirty (30) days of such oral or visual disclosure, referencing the place and date of disclosure and the names of employees of recipient to whom such disclosure was made, and including therein a description of the information disclosed. Any other notice or communication pursuant to this Agreement shall be in writing and sent by certified/registered mail or overnight courier. Each representative designated by the parties for receiving and disclosing Confidential Information shall make all arrangements for their party and be informed of all communications relating to this Agreement. The amount of Confidential Information to be disclosed is completely within the discretion of the discloser. The recipient of Confidential Information shall exercise reasonable care to prevent its disclosure to any third party, and shall limit internal dissemination of Confidential Information within its own organization to individuals whose duties justify the need to know such Confidential Information, and then only provided that there is a clear understanding by such individuals of their obligation to maintain the confidentiality status of such Confidential Information and to restrict its use solely to the Purpose specified herein. Neither party shall be liable to the other party for any cost, expense or risk of liability arising out of efforts of the other party in connection with performance of this Agreement. No other right or license to use Confidential Information is granted hereby.
11. **EXCEPTIONS.** The recipient of Confidential Information shall be under no obligation with respect to any information: (a) which is, at the time of disclosure, available to the general public; or (b) which becomes at a later date available to the general public through no fault of the recipient and then only after said later date; or (c) which recipient can demonstrate by written record was in its possession before receipt; or (d) which is disclosed to recipient without restriction on disclosure by a third party who has the lawful right to disclose such information.
12. **EXPORT CONTROLS.** Both parties are subject to applicable U.S. export laws and regulations. Participant shall identify any export controlled information or materials as such prior to providing such information or materials to Penn State. Penn State shall have the right to limit or decline receipt of said export controlled information or materials.
13. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, USA.
14. **AMENDMENT.** This Agreement may not be modified or assigned, except by further written agreement executed by an authorized official of each party hereto.
15. **ADDITIONAL TERMS:** NONE
16. By the signatures below of officials authorized to commit the parties to this Agreement, both Penn State and Participant agree to all the above terms and conditions, as of the Effective Date written above.

**PARTICIPANT            THE PENNSYLVANIA STATE UNIVERSITY**

By: \_\_            By: \_\_\_\_\_

Name (Printed): \_            Name (Printed): \_\_\_\_\_

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