

## NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("NDA") is entered into as of \_\_\_\_\_ ("Effective Date") by and between the Regents of the University of Michigan ("University"), a constitutional corporation and public university having a place of business at 3003 South State Street, 1000 Wolverine Tower, Ann Arbor, Michigan 48109-1274, and \_\_\_\_\_ ("Discloser"), having a place of business at \_\_\_\_\_

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### BACKGROUND

The Discloser wishes to disclose proprietary information relating to: \_\_\_\_\_, which the University wishes to receive for the purpose of \_\_\_\_\_

\_\_\_\_\_ ("Purpose").

The Discloser agrees to disclose certain proprietary information to the University under the following conditions.

### TERMS

The parties agree as follows:

1. The term "Confidential Information" shall mean commercial or financial information belonging to or provided by Discloser that relates to the Purpose of this NDA and that is clearly designated as being confidential by Discloser at the time of disclosure to the University. If Confidential Information is disclosed orally or in other non-tangible form, Discloser will supply the University in writing a general description of the Confidential Information and confirmation of its confidential or proprietary status within twenty (20) working days of disclosure.
2. The University shall use the Confidential Information received under this NDA only for the Purpose and shall hold Confidential Information in confidence with at least the same degree of care it exercises to protect its own confidential information of similar sensitivity and importance, provided the degree of care is at least reasonable.
3. Confidential Information shall not include the following:
  - a. Information that was previously known to the University free of an obligation to keep it confidential
  - b. Information that is or becomes part of the public domain without breach of this NDA as established by a printed publication or other equally conclusive evidence
  - c. Information that is received from a third party and through no breach of this NDA
  - d. Information that is independently developed without use of the Confidential Information
  - e. Information that is approved for public release by written authorization of a duly authorized representative of the Discloser
  - f. Information required to be disclosed under applicable law or court order
4. The laws of the State of Michigan shall govern the construction, interpretation, and performance of this NDA.
5. This NDA shall expire one (1) year from the Effective Date or upon execution of a research agreement between the parties relating to the Purpose, whichever occurs first. The University's obligations of confidentiality shall end five (5) years after the date this NDA expires.

### AGREED BY:

#### University

By:  
Name:  
Title:  
Office of Research and Sponsored Projects  
Date:

#### Discloser

By:  
Name:  
Title:  
Date:

Version No. 4	Last Revised Date: 1/10/17
	Last Revised By: P. Woods