

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 1000 Victors Way, Ann Arbor, Michigan 48108, and _____ ("Company"), having a place of business at _____.

BACKGROUND

Company and University wish to disclose proprietary information to each other relating to _____, which the parties wish to receive for the purpose of _____ ("Purpose"). The party disclosing information shall be referred to as "Discloser," and the party receiving information shall be referred to as "Recipient."

The parties agree to disclose certain proprietary information to each other 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 Recipient. If Confidential Information is disclosed orally or in other non-tangible form, Discloser will supply the Recipient 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. Recipient 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 Recipient 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 obligations of confidentiality hereunder shall end five (5) years after the date this NDA expires.
6. Any notice to either party must be in writing and sent by electronic mail to the email addresses set forth below (or to such other email address as a party may designate by written notice to the other party). All notices are effective when received or within three days of sending, whichever occurs first.

If to Discloser:

Attn: _____
Email: _____

Last Revised Date: 5/4/2026
Last Revised By: E. Baxter

If to University:

University of Michigan
Office of Research and Sponsored Projects
orsp-triage@umich.edu

AGREED BY:

University

By:

Name:

Title:

Office of Research and Sponsored Projects

Date:

Company

By:

Name:

Title:

Date:

Last Revised Date: 5/4/2026

Last Revised By: E. Baxter
