

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is made by and between the **Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee**, (hereinafter "UNIVERSITY"), an agency of the State of Wisconsin with offices at the UWM Graduate School, Research Services and Administration, 3203 North Downer Avenue, 273 Mitchell Hall, Milwaukee, WI 53211 and _____ with offices at _____ (hereinafter "COMPANY").

RECITAL

WHEREAS the UNIVERSITY and the COMPANY have a mutual interest in sharing with each other certain confidential information pertaining to the _____ for the sole purpose of _____ and providing for protection of that information.

THEREFORE, each of the undersigned parties, intending to be legally bound, understands that the other party (the Disclosing Party) intends to disclose information relating to the Disclosing Party's business to the other party (the Receiving Party) on the following terms and conditions:

1. Following the full execution of this Agreement, each party may disclose to the other party certain of its confidential and proprietary information relating to research, development, manufacturing and marketing ("Confidential Information"). Such Confidential Information may include, but is not necessarily limited to, business concepts, trade secrets, market analysis, technology, processes, data, materials, and patent applications or other applications, except any portion thereof which:
 - (a.) at the time of disclosure is in the public domain;
 - (b.) after disclosure becomes part of the public domain, except by breach of this Agreement;
 - (c.) was in the possession of the recipient at the time of disclosure and was not acquired, directly or indirectly, under an obligation of confidentiality, as established by competent written evidence;
 - (d.) was received by recipient from a third party who is not, directly or indirectly, under an obligation for confidentiality to the Disclosing Party with respect to such information;
 - (e.) is required by a judicial or administrative agency of competent jurisdiction to be disclosed, after maximum practicable notice by the Receiving Party to the disclosing party; or,
 - (f.) was developed by or for the Receiving Party independent of disclosure hereunder as evidenced by Receiving Party's written records.

All Confidential Information shall be provided in written form and marked "Confidential," or some other comparable legend. Any Confidential Information not provided in written form will be identified as confidential at the time of disclosure and reduced to written form and marked "Confidential" within thirty (30) days thereafter.

2. The Receiving Party agrees not to use the Confidential Information provided by the Disclosing Party for any purpose other than that described in the Recital above.
3. The Receiving Party agrees to limit distribution of and access to Confidential Information only to employees, officers, and directors within the Receiving Party's immediate organization or

within a parent, subsidiary or affiliated entity of the Receiving Party, and to outside consultants bound by confidentiality requirements no less stringent than those contained within this agreement, but only to those individuals who have a legitimate “need to know” for the above described evaluation purpose. Each party shall take all reasonable steps to ensure that such individuals, whether during or after their association with the Receiving party, shall maintain the confidentiality of the Disclosing Party’s Confidential Information.

4. This Agreement shall be effective for one (1) year following the date of full execution of this Agreement, unless extended by written agreement signed by the parties. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement. All obligations regarding the care, nondisclosure and non-use of the Confidential Information received during the term of this Agreement shall survive the expiration or termination of this Agreement for a period of one (1) year therefrom.
5. Confidential Information received from the Disclosing Party and any developments materially derived therefrom are and shall remain the sole property of the Disclosing Party. Nothing herein shall be deemed to constitute by implication or otherwise the license or grant to the Receiving Party by the Disclosing party, except as anticipated for the purpose of this Agreement, of any intellectual property right to or interest in the Disclosing Party’s information, notwithstanding the exceptions set forth in Paragraph 1 herein. No agency or partnership relationship is created by this Agreement; no warranties, right to use or fitness for any purpose or of any other kind are made by either Disclosing Party; and it is understood that neither party has any obligation to enter into any further agreements with the other related to any business or any other matter.
6. Nothing in this Agreement shall be deemed, by implication or otherwise, to convey to the Receiving Party any rights under any patents, patents application, copyrights, trademarks, trade secrets, inventions or any other intellectual property in which the Disclosing Party has rights or interests.
7. Each Receiving Party shall exercise due care—not less than the care accorded its own valuable Confidential Information—to prevent the unauthorized disclosure of Confidential Information received from the Disclosing Party hereunder, or its use for any purpose other than evaluation and consultation with the Disclosing party.
8. Each party represents that it has the right to make the disclosures contemplated under this Agreement; that it will not disclose to the other any confidential information belonging to any third party; and that the terms of this Agreement are not inconsistent with other contractual and/or other legal obligations it may have, or with the policies of any institution with which it is associated.
9. Within (thirty) 30 days of the expiration or termination of this Agreement or the request of either party, each Receiving Party shall return to the Disclosing Party all written or other physical embodiments of the Confidential Information (including tangible materials, unless requested by the Disclosing Party to properly destroy or dispose thereof), together with all full or partial copies thereof, as shall then be in the Receiving Party’s possession or, will, at the Disclosing Party’s direction, destroy such materials and certify their destruction in writing to the Disclosing Party; provided, however, that each party may retain one complete record copy of the other party’s Confidential Information for archival purposes and to assure compliance with this Agreement.

10. All notices and information shall be addressed to:

For the University/Researcher:

For the Company:

Office of Technology Transfer
UWM Graduate School
P.O. Box 340
Milwaukee, Wisconsin 53201-0340

11. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, United States of America without regard to principles of conflict of laws, and this original English language version of the Agreement shall be controlling in all respects.
12. No course of conduct or dealing between the parties shall act as a modification or waiver of any provision of this Agreement, unless such modification or waivers are contained in writing and signed by duly authorized representative of each party.
13. This Agreement constitutes the entire understanding of the parties with respect to the matters contained herein, superseding all prior oral or written understandings or communications between the parties, and it may be modified only by written agreement signed by the parties. There are no representations, warranties, promises or undertakings other than those contained herein.

THE PARTIES ACKNOWLEDGE the opportunity to negotiate the terms of this Agreement and agree to be bound accordingly.

For the Board of Regents for the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee:

For the COMPANY:

By: _____

By: _____

Name: Peggy M. Vanco

Name: _____

Title: Director, Research Services & Admin.

Title: _____

Date: _____

Date: _____