

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is made by and between The Curators of the University of Missouri (“System”) acting through its constituent university, the University of Missouri-Columbia (“University”) and more particularly its Department of <enter> “Department”, a public corporation of the State of Missouri having a principal office at 601 Turner Avenue, Turner Avenue Garage – Room 201, Columbia, MO 65211, Columbia, MO 65211, and <insert Company name> having a principal office at <insert Company address>, hereinafter referred to as “Company”. University and Company may hereinafter be referred to individually as a “Party” and collectively as the “Parties”.

Agreement Background

1. Both Parties desire to determine interest in entering into a research collaboration or licensing negotiations with the other Party related to <insert purpose> (“Purpose of Disclosure”).
2. The Purpose of Disclosure may require University or Company to disclose to each other proprietary or confidential information.
3. The Parties wish the disclosure of such proprietary or confidential information to be governed by the terms and conditions of this Agreement.

Now Therefore, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Agreement Term.** The term of this Agreement shall begin on <insert date> (“Effective Date”) and expire on <insert date> (“Expiration Date”) unless earlier terminated as set forth in Section 7. Termination. The obligation of confidentiality obligations shall extend five (5) years following the Expiration Date.
2. **Definition.** “Confidential Information” shall mean any and all information, know-how or data disclosed or provided by one Party to the other Party relating to the Purpose of Disclosure, whether disclosed or provided in oral, written, physical, graphic, photographic, electronic or any other form or observed at a facility of a Party, that is identified as confidential at the time of disclosure. Confidential Information shall not include information that: a) was in the possession of or known by the receiving Party before receipt from the disclosing Party; b) is or becomes a matter of public knowledge through no breach of this Agreement by the receiving Party; c) is received by the receiving Party from a third party without a duty of confidentiality; d) is disclosed by the disclosing Party to a third party without a duty of confidentiality; e) is independently developed by the receiving Party, which development is provable by written documentation; or f) is disclosed publicly under operation of law.
3. **Confidentiality.**
 - a. The receiving Party agrees to maintain in confidence the disclosing Party’s Confidential Information to any third party except as expressly permitted in this Agreement and to use Confidential Information solely for the Purpose of Disclosure. Specifically, but without limitation, the receiving Party will not:
 - i. use any of the disclosing Party’s Confidential Information for any commercial purpose or development of any products or technology;
 - ii. use or attempt to practice any invention arising from or disclosed in the Confidential Information or any part thereof without first entering into an agreement with the disclosing Party permitting such use or practice; or
 - iii. refer to or incorporate any part of the Confidential Information in any patent or patent application.
 - b. Upon disclosing Party’s written request, receiving Party shall discontinue use of Confidential Information and return or destroy all such information, subject to retention of one (1) copy for archival purposes.
 - c. For purposes of this paragraph "subsidiaries and affiliates" means any corporation, firm, partnership or other entity which directly or indirectly controls, is controlled by, or is under common control with, the

receiving Party.

4. **Proprietary Rights.** Subject to the provisions of Section 4 hereof, all proprietary rights (including, but without limitation, patents, and copyrights) in and to the Confidential Information will remain the property of the disclosing Party.
5. **No Further Obligations.** Nothing in this Agreement, nor any information exchanged pursuant to it: a) requires a Party to disclose any particular information, including Confidential Information, to the other Party; b) obligates any Party to enter into any further agreements, including but not limited to agreements relating to the Purpose of Disclosure or the Confidential Information, with the other Party; and c) is intended to grant any license to the other Party relating to use (other than for internal review) or exploit or commercialize any Confidential Information received by it.
6. **Termination.** This Agreement can be terminated by either Party upon thirty (30) days' prior written notice to the other Party; provided, however, the receiving Party's obligations of confidentiality and limitations of use under this Agreement will terminate five (5) years from the date of the early termination.
7. **Notice Under Defend Trade Secrets Act of 2016.** Pursuant to the Defend Trade Secrets Act of 2016, each Party understands that:
 - a. An individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
 - b. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.
8. **Entire Understanding.** This Agreement sets forth the entire agreement among the Parties as to the subject matter hereof, and none of the terms of this Agreement will be amended or modified except in writing signed by both Parties.
9. **Choice of Law.** This Agreement will be construed and enforced under the laws of the State of Missouri, excluding its conflict of law rules.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, including scanned PDF documents and use of electronic signatures. Each such counterpart shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement.

In Witness Whereof, the Parties have caused this Agreement to be executed as of the Effective Date by representatives authorized to make such commitments on behalf of their institutions.

<Company Full Name>

The Curators of the University of Missouri

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date: