

**Confidential Disclosure Agreement**

This Agreement is dated as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ corporation located at \_\_\_\_\_ (“\_\_\_\_\_”); \_\_\_\_\_, a \_\_\_\_\_ corporation located at \_\_\_\_\_ (“\_\_\_\_\_”); and the Wisconsin Alumni Research Foundation (“WARF”), a not-for-profit Wisconsin corporation located at 614 Walnut Street, Madison, Wisconsin 53726.

WHEREAS, WARF is, or may become, the owner by assignment of certain inventions, information and/or other intellectual property (the “**Inventions**”) identified generally as follows:

WARF Reference: \_\_\_\_\_ - P \_\_\_\_\_ US  
“ \_\_\_\_\_ ”

WHEREAS, \_\_\_\_\_ and \_\_\_\_\_ would like to [INSERT PURPOSE: evaluate their interest in the Inventions], as well as other information developed by WARF and/or researchers at the University of Wisconsin relating to the Inventions, and may disclose certain proprietary or confidential information to WARF in connection with [the evaluation process];

NOW THEREFORE, \_\_\_\_\_, \_\_\_\_\_ and WARF agree as follows:

1. For purposes of this Agreement, the following terms shall have the meanings set forth below: “**Disclosing Party**” means a party to this Agreement that supplies, or has supplied, “Proprietary Information” to another party to this Agreement; “**Receiving Party**” means a party to this Agreement that receives Proprietary Information from the Disclosing Party, its agents or representatives; and “**Proprietary Information**” means information in any form, tangible or intangible, as supplied in writing, orally or by observation, that may be disclosed by or on behalf of the Disclosing Party to the Receiving Party, that is nonpublic, proprietary, a trade secret or confidential in nature, including the Inventions of WARF.

2. Proprietary Information disclosed by or on behalf of the Disclosing Party to the Receiving Party shall be used by the Receiving Party solely for the purpose of [INSERT PURPOSE: i.e, discussing potential future collaborations or other agreements between the parties] (“**Purpose**”). Specifically, but without limitation, \_\_\_\_\_ and \_\_\_\_\_ will not (i) use any of the Inventions for any commercial purpose or the development of any products or technology; (ii) use or attempt to practice the Inventions, or any inventions derived therefrom, without first entering into an agreement with WARF permitting such use or practice; or (iii) refer to or incorporate any part of the Invention, or any patent or patent application claiming the Invention, in their own patent prosecution.

3. All Proprietary Information disclosed hereunder shall be held in confidence by the Receiving Party. Only the employees and agents of the Receiving Party who are under obligations of confidentiality no less restrictive than those set forth herein shall have access to the Confidential Information of the Disclosing Party, and then only for the Purpose set forth above. [Optional language if applicable: If \_\_\_\_\_ desires, the parties agree that Professor \_\_\_\_\_, an inventor of the Inventions, and any other researchers working with Prof. \_\_\_\_\_, may receive Proprietary Information of the Disclosing Party under this Agreement, provided that such person or persons sign and date this Agreement and agree to maintain in confidence such Proprietary Information as provided herein.]

4. The confidentiality and use obligations set forth above apply to all Proprietary Information except to the extent that: (i) the Receiving Party can show by written record that it possessed the information prior to its receipt from the Disclosing Party; (ii) the information was already available to the public or became so through no fault of the Receiving Party; (iii) the information is subsequently disclosed to the Receiving Party by a third party who has the right to disclose it free of any obligations to the Disclosing Party; (iv) the information is independently developed by the Receiving Party without reference to or use of the Disclosing Party’s Proprietary Information; (v) the information is hereafter disclosed by the Disclosing Party to a third party without restrictions on its disclosure or use; (vi) the information is required by law, rule or regulation to be disclosed; or (vii) five (5) years have elapsed from the later of the date of this Agreement or the disclosure of the information to the Receiving Party.

5. If the Receiving Party is required by governmental, administrative, or judicial process to disclose any or all of the Proprietary Information, then the Receiving Party shall, prior to any disclosure in accordance with such process, promptly notify the Disclosing Party and shall provide the Disclosing Party assistance in any reasonable effort to obtain confidential treatment with respect to such disclosure.

6. The Disclosing Party shall retain all proprietary rights in and to Proprietary Information disclosed hereunder. Neither this Agreement nor the disclosure of Proprietary Information to the Receiving Party shall be construed to grant any party an implied or express license, or any right to obtain any implied or express license, to any Proprietary Information of the Disclosing Party, including any Inventions or patents claiming the Inventions, or any other inventions or technology held by the Disclosing Party.

7. Each Disclosing Party warrants that it has the right to disclose the Proprietary Information actually disclosed by it to the Receiving Party under this Agreement.

8. Any party may terminate this Agreement upon sixty (60) days written notice to the other party, after which its obligations to the Disclosing Party shall be limited to the non-disclosure and non-use obligations set forth above.

9. Upon written request by the Disclosing Party, the Receiving Party shall return all documents or material in any tangible form containing Proprietary Information of the Disclosing Party, or, at the request of or with the mutual agreement of the Disclosing Party, destroy such Proprietary Information and certify in writing its destruction to the Disclosing Party.

10. This Agreement may not be assigned or transferred without prior written consent of the non-assigning party. This Agreement constitutes a complete statement of all of the arrangements between the parties as of the date hereof with respect to Proprietary Information disclosed hereunder, including the Inventions, and supersedes all prior agreements and understandings between them with respect thereto. No party shall claim any amendment from any provisions of this Agreement by mutual agreement, acknowledgment, or otherwise, unless such mutual agreement is in writing, signed by all parties, and specifically states that it is an amendment to this Agreement.

The parties hereto have duly executed this Agreement effective as of the date first written above.

**WISCONSIN ALUMNI RESEARCH FOUNDATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_, \_\_\_\_\_  
Appropriate WARF representative

**COMPANY 1**

By: \_\_\_\_\_ Date: \_\_\_\_\_, \_\_\_\_\_  
Name and Office: \_\_\_\_\_

**COMPANY 2**

By: \_\_\_\_\_ Date: \_\_\_\_\_, \_\_\_\_\_  
Name and Office: \_\_\_\_\_

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Reviewed by WARF's Attorney:

\_\_\_\_\_, \_\_\_\_\_

(WARF's attorney shall not be deemed a signatory to this Agreement.)

*The following signature block is to be used if Company elects to disclose or have disclosed any of its Information to the inventor(s) or any other researchers working with the inventors.*

By my signature, I hereby signify that I have read this Confidential Disclosure Agreement and agree to be bound to its terms.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_