

Mutual Confidential Disclosure Agreement

This Confidential Disclosure Agreement (“**Agreement**”) is dated as of the __ day of _____, 20__ (“**Effective Date**”), by and between _____, a _____ corporation located at _____ (“**Company**”); and the Wisconsin Alumni Research Foundation a not-for-profit Wisconsin corporation located at 614 Walnut Street, Madison, Wisconsin 53726 (“**WARF**”).

WHEREAS, WARF is, or may become, the owner by assignment of certain inventions, information and/or other intellectual property (the “**Inventions**”) developed at the University of Wisconsin, and identified generally as follows: **WARF Reference: INSERT INVENTOR NAME-P_____US**
“ _____ ”;

WHEREAS, Company would like to evaluate its 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 “Purpose” described below.

NOW THEREFORE, Company 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 “Proprietary Information” to the other 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 discussing potential future collaborations or other agreements between the parties (“**Purpose**”). Specifically, but without limitation, the Receiving Party will not (i) use the Disclosing Party’s Proprietary Information for any commercial purpose or the development of any products or technology; (ii) use or attempt to practice any invention that is the Disclosing Party’s Proprietary Information; or (iii) incorporate any part of the Disclosing Party’s Proprietary Information in its 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 Proprietary Information of the Disclosing Party, and then only for the Purpose set forth above. The parties agree that one or more of the inventors of the Inventions, and any other researchers working with such inventors, may receive Proprietary Information of Company under this Agreement, or may disclose Proprietary Information regarding the Inventions, provided that such person or persons sign and date this Agreement; any Proprietary Information disclosed by such inventors and researchers will be treated by Company as WARF Proprietary Information hereunder.

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 date the Disclosing Party disclosed 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. This Agreement shall terminate two (2) years from the Effective Date. Notwithstanding the foregoing, either party may terminate this Agreement upon thirty (30) days written notice to the other party. Upon termination of this Agreement the obligations of the Receiving Party to the Disclosing Party shall be limited to the non-disclosure and non-use obligations set forth above. 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.

9. This Agreement may not be assigned or transferred without prior written consent of the non-assigning party. This Agreement is a confidential disclosure agreement and not a joint research agreement. This Agreement shall not be construed as an obligation to enter into any subsequent relationship. This Agreement constitutes a complete statement of all of the arrangements between the parties as of the Effective Date with respect to Proprietary Information disclosed hereunder, and supersedes all prior agreements and understandings between them with respect thereto. Neither 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 both parties and specifically states that it is an amendment to this Agreement.

10. This Agreement may be executed in one or more counterparts by the parties by signature of a person having authority to bind the party, each of which when executed and delivered by facsimile, electronic transmission or by mail delivery, will be an original and all of which shall constitute but one and the same Agreement.

The persons signing below represent that they have the authority to execute this Agreement on behalf of the party for whom they have signed.

WISCONSIN ALUMNI RESEARCH FOUNDATION

By: _____ Date: _____,
Appropriate WARF representative, Title

COMPANY

By: _____ Date: _____,
Name and Title: _____

The following signature blocks are to be used if the inventor(s) of the Inventions and/or other UW researchers working with such inventor(s) receive and/or disclose Proprietary Information hereunder.

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

By: _____ Date: _____

Name and Title: _____

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

By: _____ Date: _____

Name and Title: _____

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

By: _____ Date: _____

Name and Title: _____