**UNIVERSITY OF NORTH CAROLINA AT GREENSBORO**

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“the Agreement”) is made effective as of the date of last signature below (the “Effective Date”) between the University of North Carolina at Greensboro (“UNC Greensboro” or “Disclosing Party”) and [[ Name (Primary Second Party) ]] (“Company”), in anticipation of UNC Greensboro disclosing confidential information to the Company for the purpose of discussing a potential business relationship (the “Purpose”).

In consideration of UNC Greensboro making confidential information available to the Company, the parties hereby agree as follows:

1. **CONFIDENTIAL INFORMATION.** When used in this Agreement, the term “Confidential Information” means confidential and proprietary information disclosed by UNC Greensboro to the Company that (i) prior to disclosure, is marked with a legend indicating its confidential status, (ii) is disclosed by UNC Greensboro and is or relates to unpublished research, invention disclosures, or unpublished patent applications; or (iii) is disclosed orally or visually, if the Disclosing Party identifies such information as confidential at the time of disclosure and, within 30 days of such disclosure, delivers to the Company’s primary contact for receipt of Confidential Information a notice summarizing the confidential information disclosed. Notwithstanding the foregoing, in no event is information Confidential Information if it (a) was in the Company’s possession before receipt from the Disclosing Party; (b) is or becomes a matter of public knowledge through no fault of the Company; (c) is received by the Company without restriction as to further disclosure from a third party having an apparent bona fide right to disclose the information to the Company; or (d) is independently developed by the Company without use of the Disclosing Party’s Confidential Information.
2. **LIMITATIONS ON USE.** The Company shall use the Disclosing Party’s Confidential Information solely for the Purpose. Disclosure by the Disclosing Party of its Confidential Information does not constitute a grant to the Company of any right or license to the Disclosing Party’s Confidential Information, except as set forth herein.
3. **CARE OF CONFIDENTIAL INFORMATION.** The Company shall exert all reasonable efforts to maintain the Disclosing Party’s Confidential Information in confidence, except that the Company may disclose or permit disclosure of any of the Disclosing Party’s Confidential Information to its directors, officers, employees, consultants, advisors and students who need to know such Confidential Information to fulfill the Purpose and who have been advised of and have agreed to maintain the confidential nature of the Confidential Information.
4. **REQUIRED DISCLOSURES**. Nothing in this Agreement shall be construed to prevent Company from disclosing Confidential Information pursuant to an order of a court, subpoena or otherwise as required by law, as long as the Company, if permitted by applicable law, promptly notifies the Disclosing Party of its intention to disclose and provides reasonable cooperation to the Disclosing Party in any efforts to contest or limit the scope of such order or subpoena.
5. **NO WARRANTY.** All Confidential Information is provided “as is.” Neither party makes any warranties, expressed or implied, regarding its Confidential Information’s accuracy, completeness, suitability or performance.
6. **TERM OF AGREEMENT**. The term of this Agreement shall commence on the Effective Date and terminate one (1) year thereafter, or earlier in the event a party provides notice of termination of this Agreement to the other. Company’s obligations with respect to use and non-disclosure of the Disclosing Party’s Confidential Information shall survive for a period of three years following receipt of such Confidential Information.
7. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.** Following termination of this Agreement, the Company shall, at the direction of the Disclosing Party, either destroy or return to the Disclosing Party all documents, materials, and other tangible manifestations of the Disclosing Party’s Confidential Information and shall destroy any electronic or digital manifestations of the Disclosing Party’s Confidential Information, except that the Company may retain one copy of the Confidential Information solely for the purpose of monitoring its obligations under this Agreement.
8. **NOTICES.** Any notices to be given under this Agreement, other than those contemplated by Section 1, shall be in writing and addressed to the parties as shown below. Notices may be sent by email, fax, hand delivery, private overnight mail service, or registered or certified U.S. mail and shall be deemed to have been given or made as of the date received.

If to UNC Greensboro:

[[ Contact Name (Primary First Party Contact) ]]

[[ Street Line 1 (Primary First Party) ]]

[[ City/Town (Primary First Party) ]], [[ State/Province (Primary First Party) ]] [[ Postal Code (Primary First Party) ]]

Telephone: [[ Phone Number (Primary First Party) ]]

Fax: [[ Fax Number (Primary First Party) ]]

E-mail: [[ Contact E-mail (Primary First Party Contact) ]]

If to the Company:

[[ Contact Name (Primary Second Party Contact) ]]

[[ Street Line 1 (Primary Second Party) ]]

[[ City/Town (Primary Second Party) ]], [[ State/Province (Primary Second Party) ]] [[ Postal Code (Primary Second Party) ]]

Telephone: [[ Phone Number (Primary Second Party) ]]

Fax: [[ Fax Number (Primary Second Party) ]]

E-mail: [[ Contact E-mail (Primary Second Party Contact) ]]

1. **ENTIRE AGREEMENT/AMENDMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. This Agreement may be amended or modified only by a written instrument signed by an authorized representative of each party.
2. **ASSIGNMENT.** This Agreement may not be assigned by either party without the other party’s prior written consent.
3. **SEVERABILITY.** The provisions of this Agreement are severable. In the event any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof and the provision shall be reformed to be enforceable and reflect as closely as possible the intent of the original provision.
4. **WAIVER.** Any waiver of compliance with the terms of this Agreement must be in writing, and any waiver in one instance shall not be deemed a waiver in any future instance.
5. **GOVERNING LAW; EXCLUSIVE JURISDICTION.** The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of North Carolina.
6. **NO AGENCY OR FUTURE COMMITMENT.** The parties do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the parties by this Agreement, and each party is free to pursue relationships and opportunities with others similar to those contemplated by this Agreement. Nothing in this Agreement shall be construed as obligating the parties to enter into any subsequent agreement or relationship.
7. **MISCELLANEOUS PROVISIONS**
8. **Export Control.** Each party covenants and warrants that it will not disclose to the other any information that contains information, technology or data identified on any U.S. export control list, including the Commerce Control List at 15 CFR 774 and the U.S. Munitions List at 22 CFR 121, unless and until it obtains the written consent of the other party.

1. **CREATE Act.** For the purposes of the Cooperative Research and Technology Enhancement Act of 2004, the parties agree that this Agreement is not considered a joint research agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective authorized representatives.

**UNIVERSITY OF NORTH CAROLINA AT GREENSBORO**

Signature: {{ Sig\_es\_:signer1:signature }}

Name: {{ N\_es\_:signer1:fullname }}

Title: {{ Ttl\_es\_:signer1:title }}

Date: {{Dte\_es\_:signer1:date}}

**[[ NAME (PRIMARY SECOND PARTY) ]]**

Signature: {{ Sig\_es\_:signer2:signature }}

Name: {{ N\_es\_:signer2:fullname }}

Title: {{ Ttl\_es\_:signer2:title }}

Date: {{Dte\_es\_:signer2:date}}