NONDISCLOSURE AGREEMENT

This Agreement is entered into as of [insert today’s date] (“Effective Date”), between [insert name of Cornell employee] (hereinafter called “Individual”), and [insert name of other party to the agreement], (hereinafter called “Collaborator”).

WHEREAS, Individual and Collaborator (hereinafter referred to as the party and/or the parties), wish to have discussions on and explore possibilities for cooperation in the field of research and development of [insert subject area of discussion], and consequently Collaborator may provide proprietary information to Individual relating to their know-how, products and business for the purpose of evaluating a possible collaboration;

NOW, THEREFORE, in consideration of the promises recited herein, each party hereto agrees with the following provisions:

1. "Confidential Information” shall mean any and all confidential or proprietary information, know-how and data, technical or non-technical, disclosed or provided by Collaborator to Individual, whether in oral, written, graphic, photographic, electronic or any other form and that is marked or identified as confidential in accordance with paragraph 2. below. Confidential Information does not include subject matter and information:

1. that is or becomes generally known or available to the public without breach of this Agreement;
2. that is known to Individual at the time of disclosure as evidenced by written records;
3. that is known or independently developed by Individual without reliance upon the Collaborator’s Confidential Information and can be proven as such through written records of Individual; or
4. that is disclosed to Individual in good faith by a third party who has an independent right to such subject matter and information;

2. All information disclosed in tangible form under this Agreement shall be conspicuously marked in writing as “Confidential Information”. All information disclosed in oral or other intangible form shall be identified as confidential at the time of disclosure. Individual retains the right to refuse receipt of written material which it does not consider to be essential to the completion of the project or which it believes to be improperly designated as Confidential Information, or for any other reason.

3. Individual agrees to hold in confidence and withhold from third parties any and all Confidential Information disclosed by Collaborator, on or after the Effective Date of this Agreement, and to use Confidential Information only for the purposes set forth in this Agreement, unless the Collaborator agrees in writing to a change of purpose.

Notwithstanding the foregoing, Individual may disclose the applicable portion of Confidential Information that is required to be disclosed pursuant to a valid order of a court or other governmental body, provided that to the extent that it may lawfully do so, Individual shall first have given notice to Collaborator and a reasonable opportunity to object or obtain a protective order.

4. Individual agrees to take reasonable and appropriate measures to safeguard any Confidential Information received from Collaborator from unauthorized use, publication or disclosure to others, and to limit access to Confidential Information to those persons within Individual’s organization who reasonably require such access in order to accomplish the purposes stated above. The above obligations relating to use and disclosure shall be satisfied by Individual affording the Confidential Information a degree of care no less than reasonable care.

5. Unless otherwise specified in writing, all Confidential Information disclosed by Collaborator remains Collaborator’s property. Immediately upon request of Collaborator or within thirty (30) days from the date of termination or expiration of this Agreement, Individual agrees to cease using the Confidential Information and to return or destroy all Confidential Information received from Collaborator. Individual shall be permitted to retain one copy of the written Confidential Information, which Individual may keep solely to monitor its obligation under this Agreement.

6. The term of this Agreement shall be for one (1) year from the Effective Date (“Expiration”). Individual shall hold all Confidential Information as confidential for two (2) years from the date of Expiration.

7. Nothing contained in this Agreement shall be construed as an obligation to enter into any further agreement by either party, their staff or their employer. No license, right or options under any patent, copyright, trademark, mask works, or equivalent rights are granted by this Agreement.

8. Neither party shall make use of this Agreement, or use the other's name or that of any member of the other's staff or employer for publicity, advertising or other commercial purposes.

9. Each party acknowledges that certain information and technology is subject to United States export control laws and regulations (collectively, “Export Control Laws”) which include, without limitation, the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR) and regulations and orders administered by the Office of Foreign Assets Control (OFAC). COLLABORATOR AGREES that no information, data or technology subject to Export Control Laws will be PROVIDED TO INDIVIDUAL under this Agreement.

10. Should any court of competent jurisdiction later consider any provisions of this Agreement to be invalid, illegal, or unenforceable, such provisions shall be considered severed from this Agreement. All other provisions, rights, and obligations shall continue without regard to the severed provision, provided that the remaining provisions of this Agreement are in accordance with the intentions of the parties.

11. The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of New York, USA.

12. This Agreement contains the entire understanding between the parties with respect to the Confidential Information described herein and supersedes all prior understandings whether written or oral.

13. Both parties warrant and represent that they have the right to enter into this Agreement. The parties further warrant and represent that the terms of this Agreement are not inconsistent with other contractual obligations to which they are bound. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS”. COLLABORATOR MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION PROVIDED TO INDIVIDUAL UNDER THIS AGREEMENT.

14. Paragraph 1, that portion of paragraph 3 hereof dealing with disclosure pursuant to a court or governmental order, that portion of paragraph 6 hereof dealing with the duration of the obligation of confidentiality, paragraph 9 and paragraph 11 shall survive the termination or expiration of this Agreement.

The foregoing has been agreed to and accepted by authorized representatives of each party whose signatures appear below.

INDIVIDUAL COLLABORATOR

Signature Signature

Name/Title Name/Title

Date Date