

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) governs disclosure and use of Confidential Information and is made and entered into as of the Effective Date by and between Washington State University (hereinafter “WSU”), an institution of higher education and an agency of the state of Washington, and (hereinafter “ “ ), a , each being a “Party” and together “Parties.”

In consideration of the promises recited herein, the Parties agree as follows:

# The Parties to this Agreement are:

|  |  |
| --- | --- |
| **Name:** Washington State University (“WSU”) | **Name:** Click here to type company name  (“Name”) |
| **Address:** Lighty 280 / PO Box 641060  Pullman, WA 99164-1060 | **Address:** Click here to type Street Address  Click here to type City, State, Zip |

1. **“Purpose”:** The Parties may disclose Confidential Information to one another in relation to the following Purpose:
2. **Effective Date:**
3. **Term:** The term of this Agreement shall be for one (1) year from the Effective Date (“Expiration”). This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party (“Termination”). Notwithstanding the Termination or Expiration of this Agreement, each Party agrees to hold all Confidential Information received pursuant to this Agreement confidential for three (3) years from the date of Expiration or Termination.
4. **“Confidential Information”** may include, but is not limited to, information related to products, manufacturing processes, business strategies, intellectual property, research and development activities, and other related information. Confidential Information may be communicated in any tangible or intangible form, including but not limited to, writings, drawings, formula, data, electronic media, samples, and verbal communications. Any Confidential Information furnished in tangible form must be conspicuously marked as such, and any Confidential Information disclosed in oral or other intangible form must be identified as Confidential Information at the time of disclosure and be confirmed in written summary form marked “Confidential Information” and transmitted to the receiving Party within 30 days from the date of disclosure. **“Disclosing Party”** means a Party disclosing Confidential Information according to the terms and conditions set forth in this Agreement. **“Receiving Party”** means a Party receiving Confidential Information according to the terms and conditions set forth in this Agreement.
5. The Parties agree to hold in confidence and withhold from third parties any and all Confidential Information disclosed by one Party to the other on or after the Effective Date. The Receiving Party will not use any Confidential Information of the Disclosing Party for any reason other than the Purpose without the prior written consent of Disclosing Party. No other right, license or authorization, express or implied, to use Confidential Information is granted. All right, title, and interest in the Confidential Information shall remain that of the Disclosing Party. In addition, neither Party makes any warranty as to the accuracy of any Confidential Information.
6. Receiving Party must protect Confidential Information using at least the same degree of care with which it treats its own Confidential Information, but no less than reasonable care. Unless otherwise specified in this Agreement, Receiving Party will limit receipt of Confidential Information to its employees and agents who have a need to know the Confidential Information to effect the Purpose. Employees and agents of the Receiving Party shall be bound by the same obligations contained in this Agreement.
7. Upon request by the Disclosing Party, all Confidential Information shall be destroyed or returned to the Disclosing Party. One (1) copy of such Confidential Information may be retained by the Receiving Party for legal or audit purposes.
8. The obligations of confidentiality and limitations on use shall not apply to information which: (i) was known to the Receiving Party at the time of its disclosure; (ii) was available to the public at the time of disclosure or later becomes available to the public without breach of this Agreement; (iii) is approved for release by written authorization of the Disclosing Party; (iv) becomes known to the Receiving Party through a third party who, to Receiving Party’s knowledge, is not bound by a confidentiality agreement with the Disclosing Party prohibiting such disclosure; or (v) is independently developed by Receiving Party or its employees or agents without reference to Confidential Information received hereunder.
9. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by applicable law or legal process, provided that Receiving Party gives Disclosing Party timely notice, where possible, of the contemplated disclosure so as to give Disclosing Party an opportunity to intervene to preserve the confidentiality of the information. It is understood that such applicable law includes the Washington Public Records Act (RCW 42.56 et seq.), to which WSU is subject as an agency of the State of Washington.
10. Notice: The export or deemed export of goods and/or technical data from the United States may require some form of export control license or other authority from the United States Government and failure to obtain such export control license may result in criminal liability under United States laws.
11. This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, written or oral, with respect to the Confidential Information described herein. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by their duly authorized representatives. Failure to enforce any provision of this Agreement will not constitute a waiver of any term of this Agreement. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one and the same instrument. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected. Any suit and proceeding in connection herewith will be brought and prosecuted only in the home state of the party against whom that suit or proceeding is instituted.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their duly authorized representatives.

**WASHINGTON STATE UNIVERSITY** Enter agency name here

Name: Dan Nordquist Name:

Title: Associate Vice President, ORSO Title:

Date: Date:

.