

**CONFIDENTIAL DISCLOSURE AND MATERIALS TRANSFER AGREEMENT**

THIS AGREEMENT, between \_\_\_\_\_ having an address at: \_\_\_\_\_ hereinafter referred to as “Recipient,” and the University of Notre Dame, having an address at the University of Notre Dame, IDEA Center, 1400 Angela Boulevard, South Bend, Indiana 46617, hereinafter referred to as “University,” shall govern the conditions of disclosure by University to Recipient of certain confidential information (DATA) and/or materials (MATERIALS) listed in Exhibit “A” relating to: \_\_\_\_\_, developed by \_\_\_\_\_, of the University of Notre Dame, bearing university file designation: \_\_\_\_\_. MATERIALS, as used herein, include all such materials actually provided to Recipient, plus any Derivative Materials. Derivative Materials as used herein shall mean any other materials or products that are derived from, are produced by use of, or that wholly or partially incorporate the Materials.

The Principal Investigator from Recipient, \_\_\_\_\_ will receive the MATERIALS and DATA and is also bound by the conditions of this Agreement.

NOW THEREFORE, University and Recipient hereby agree:

- (1) Except as provided in (3) below, not to use such MATERIAL or DATA for any commercial purpose, and limit use of DATA and MATERIALS to the purpose described in Exhibit A.
- (2) Except as provided in (3) below, not to disclose DATA to others (except to its employees who reasonably require same for the purposes hereof and who are bound to it by like obligation as to confidentiality) without the express written permission of University.
- (3) Recipient shall not be prevented from using or disclosing DATA:
  - (a) which Recipient can demonstrate by written records was previously known to it;
  - (b) which is now, or becomes in the future, public knowledge other than through acts or omissions of Recipient;
  - (c) which is independently developed by Recipient by those not having access to the DATA and which can be proven through verifiable written records; or
  - (d) which is lawfully obtained by Recipient from sources independent of University without any obligation of confidentiality to the University; or
  - (e) which is required to be disclosed by law or by court order providing Recipient shall make reasonable efforts to limit such disclosure providing however that Recipient shall make reasonable efforts to limit such disclosure, to the minimum amount necessary to comply with such order and that RECIPIENT shall notify UNIVERSITY, to the extent allowed by law, in an expedient manner to allow UNIVERSITY to object to such disclosure.
- (4) Recipient hereby agrees to provide University with information generated using DATA and MATERIAL.
- (5) Not to use MATERIALS except for the purpose of conducting the non-commercial research described in Exhibit A.

- (6) Not to transfer MATERIALS to any others (except to its employees who are bound to Recipient by like obligations conditioning and restricting access, use, and continued use of MATERIALS) without the express written consent of University.
- (7) To safeguard MATERIALS against disclosure and transmission to others with the same degree of care as it exercises with its own materials of a similar nature.
- (8) To return all copies of MATERIALS within Fifteen (15) days of the expiration date of this Agreement, unless:
  - (a) this deadline is extended by University in writing before said Fifteen (15) days has elapsed; or
  - (b) Recipient has indicated to University in writing its desire to obtain a commercial license to MATERIALS and negotiations to that end have begun.
- (9) To the extent permitted by law, Recipient shall indemnify, defend, and hold harmless University against any claims, costs, or other liabilities which may arise as a result of Recipient's use of MATERIALS.
- (10) UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. MATERIALS ARE PROVIDED ON AN AS-IS BASIS.
- (11) The MATERIALS shall at all times remain the property of the University.

Should Recipient develop a commercially applicable technology utilizing either DATA or MATERIALS, Recipient agrees to inform University of any such development. Recipient further agrees that University and Recipient shall equitably share, based upon relative contribution, any remuneration received should any development utilizing DATA or MATERIALS be commercialized.

With regard to any publications resulting from the use of DATA or MATERIALS, Recipient agrees to:

- (1) Include appropriate Notre Dame Authors, where applicable.
- (2) Submit to the University any publications for review by any University co-authors thirty days prior to submission.

It is further agreed that the furnishing of DATA or MATERIALS to Recipient shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by University.

Recipient's right to use the DATA and/or MATERIALS shall expire one (1) year from the date of Recipient's signature below. Recipient's obligations under the terms of this Agreement shall remain in effect for five (5) years from the date of Recipient's signature below.

**Recipient Institution (Authorized Representative)**

**University of Notre Dame (Authorized Representative)**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please Print)

Name: James E. Thompson  
(Please Print)

Title: \_\_\_\_\_

Title: Associate Vice President for Innovation

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

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

**Recipient Scientist**

I, \_\_\_\_\_ have read the provisions of this agreement and agree to abide by and am bound by all conditions of this Agreement.

By: \_\_\_\_\_  
(Signature)

Name:  
(Please Print)

Title: \_\_\_\_\_

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

**“Exhibit A”**

MATERIAL:

PURPOSE: