UNIVERSITY OF KANSAS
UNILATERAL NON-DISCLOSURE AGREEMENT

This Agreement is made effective as of the date of last signature below ("Effective Date") between [COMPANY] with a principal place of business at [ADDRESS] ("Recipient"), and The University of Kansas, and the with a principal place of business at 1450 Jayhawk Boulevard, Lawrence, Kansas 66045 ("KU"), in anticipation of KU disclosing confidential information to Recipient for the purpose of evaluating potential collaboration and licensing opportunities relating to the KU's [STATUS] invention disclosure with Tech ID number [Tech #] entitled [TITLE] inventions ("Purpose").

The primary contact(s) for disclosing or receiving Confidential Information for these parties are as follows:

For Recipient:

Name	Email	Department (if applicable)

For KU:

Name	Email	Department
Clifford Michaels	cmichaels2@kumc.edu	KU Center for Technology Commercialization

Recipient hereby agrees as follows:

1.   CONFIDENTIAL INFORMATION. When used in this Agreement, the term "Confidential Information" means all non-public information disclosed by KU to Recipient related to the Purpose, including but not limited to invention disclosures, unpublished data, unpublished patent applications, and orally or visually disclosed information identified by KU as confidential within thirty (30) days of the oral or visual disclosure. Notwithstanding the foregoing, in no event is information Confidential Information if it (a) was in a Recipient's possession before receipt from KU; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is received by the Recipient, without restriction as to further disclosure, from a third party which Recipient reasonably believed had a legal right to disclose the information; or (d) is independently developed by the Recipient without use of, reference to, or reliance upon the Confidential Information. Confidential Information shall not be considered to be in the Recipient's possession or in the public domain merely because of a more generalized disclosure which does not specify the details of Confidential Information disclosed to the Recipient. Additionally, if any portion of the Confidential Information falls within one of the exceptions in this Section 1, the remainder of the Confidential Information shall continue to be subject to the confidentiality and non-use obligations set forth herein.

2.   LIMITATIONS ON USE. The Recipient shall use the Confidential Information solely for the Purpose defined above. Disclosure by KU of its Confidential Information does not constitute a grant to the Recipient of any right or license to the Confidential Information, except as set forth herein. Nothing herein will in any way affect the present or prospective rights of the parties under the patent, copyright, trademark or other intellectual property laws of any country, or be construed as granting any license under any present or future patent or patent application.

3.   CARE OF CONFIDENTIAL INFORMATION. The Recipient shall maintain the Confidential Information in confidence, except that the Recipient may disclose or permit disclosure of any of the Confidential Information to its directors, officers, employees, consultants, and advisors 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 the Recipient from disclosing Confidential Information pursuant to an order of a court or other governmental authority of competent jurisdiction or as otherwise required by law, as long as the Recipient promptly notifies KU of its intention to disclose and provides reasonable cooperation to KU in any efforts to contest or limit the scope of such order, subpoena, or law (each legal requirement of disclosure an "Order"). In the event that KU waives compliance with this section or is unsuccessful in contesting or limiting the Order, the Recipient shall disclose Confidential Information only to the minimum extent required to comply with such Order, and maintain its confidentiality as to all other parties.

5.   NO WARRANTY. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." KU MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING ITS CONFIDENTIAL INFORMATION, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

6.   TERM OF AGREEMENT. The term of this Agreement shall commence on the Effective Date and expire two (2) years from such date; provided, however, that either party may earlier terminate the Agreement by thirty (30) days' written notice to the other party. The Recipient's obligations with respect to use and nondisclosure of the Confidential Information shall survive for a period of three (3) years from the expiration or termination of the Agreement.

7.   RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.   Following termination or expiration of the Agreement, or at KU's request, the Recipient will destroy such Confidential Information including any electronic or digital reproductions of KU's Confidential Information. The Recipient may maintain a single copy of the Confidential Information for the sole purposes of regulatory compliance and monitoring its compliance with the surviving terms and conditions of this Agreement.

8.   REMEDIES.   The Recipient acknowledges and agrees that, due to the unique nature of Disclosing Party's Confidential Information, there may be no adequate remedy at law for a breach of Recipient's obligations hereunder, and that upon any such breach or threatened breach, Disclosing Party may seek to obtain appropriate equitable relief in addition to whatever remedies it might have at law. The Recipient will notify Disclosing Party in writing within two (2) business days upon the occurrence of any such unauthorized release or other breach of which it is aware, and shall take all necessary precautions to avoid further dissemination of Confidential Information.

9.   NOTICES. Any notices to be given under this Agreement shall be in writing and addressed to the parties as shown below. Notices shall be delivered by certified or registered first class mail (air mail if not domestic) or by commercial courier service and shall be deemed to have been given or made as of the date received.

KU	RECIPIENT
KU Center for Technology Commercialization Attn: Executive Director 2029 Becker Drive, Suite 142 Lawrence, Kansas 66047	COMPANY: Attn:

KUCTC Ref. No. 2XCDA0XYZ

10. MISCELLANEOUS PROVISIONS

a. **Export Control**. Recipient shall observe all applicable laws with respect to any Confidential Information that contains information, technology or technical data subject to U.S. export control laws or regulations, including without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR).

b. **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.

c. **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.

d. **Entire Agreement/Amendment**. This Agreement, together with any attachments or exhibits, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous or contemporaneous agreements and representations, whether oral or written. Any modification of this Agreement shall be made in a writing signed by a duly authorized representative of each party.

e. **Assignment**. This Agreement may not be assigned by a party without the other party's prior written consent.

f. **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 be severed and shall not affect the validity or enforceability of the remaining provisions hereof.

g. **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.

h. **Governing Law**. The formation, interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of Kansas, without regard to its conflict of laws provisions. The Federal and State courts located in Kansas shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

i. **Counterparts**. This Agreement may be executed in any number of counterparts (electronic transmission of PDF documents included), each constituting an original, but all such counterparts together constituting one and the same instrument. Any party may also execute this Agreement using electronic signatures, and each party agrees that any electronic signature will have the same legal significance as handwritten signatures.

[remainder of page intentionally blank; signatures follow on next page]

Each signatory represents by his/her signature that he/she has the authority to legally bind the listed organization to this Agreement.

RECIPIENT

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF KANSAS

By: _____

Name: David Vranicar, MBA

Title: Vice Chancellor for Technology Commercialization

Date: _____

**ACKNOWLEDGEMENT OF CONTACT PERSON
FOR THE UNIVERSITY OF KANSAS**

I have read and understand this Mutual Non-Disclosure Agreement. I understand that release of export controlled software or technology, including but not limited to, technical data to a non-U.S. person, is prohibited without prior approval of the University's designated export control official.

Signature:

Name:

Title:

University of Kansas

Date:

KUCTC Ref. No. 2XCDA0XYZ