

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is effective as of the date of the last signature to this Agreement (“Effective Date”) and is by and between [insert company name] (“Company”), whose address is [insert company address], and Iowa State University Research Foundation (“ISURF”), a non-stock, non-profit Iowa corporation located at 310 Lab of Mechanics, Iowa State University, Ames, Iowa 50011.

WHEREAS, [insert 1st named inventor] (“Researcher”), an employee at Iowa State University (“University”) working either alone or together with other researchers at the University (collectively, Researcher and any other such researchers are referred to herein as the “University Researchers”), and/or ISURF has/have developed certain information (“Information”) relating to:

ISURF case number [insert case number] [DESCRIBE AREA OF INFORMATION or title of disclosure] (“Intellectual Property”); and

WHEREAS, ISURF has, or may have, a proprietary interest in and to the Intellectual Property as the designated intellectual property management organization for the University and Company has an interest in evaluating the Information to determine whether it has an interest in licensing the Intellectual Property from ISURF and ISURF requires that the Information be held in confidence to protect and preserve ISURF’s rights in the Information and ISURF’s right to file patent applications; and

WHEREAS, Researcher or ISURF has disclosed and/or may directly or indirectly disclose the Information to Company.

NOW, THEREFORE, in the event of any such disclosure, Company agrees as follows:

1. The Information shall be held in confidence by Company. Only persons within Company will be permitted access to the Information and then only for the purpose of evaluating its interest in obtaining a license from ISURF.
2. Prior to any disclosure of the Information to persons outside of Company for any reason, Company must first obtain ISURF’s written approval for such disclosure.
3. Company shall not use any of the Information for any purpose other than evaluating its interest in obtaining a license from ISURF. Specifically, but without limitation, Company shall not (i) use any of the Information for any commercial purpose or development of any products or technology; (ii) use or attempt to practice any invention arising from or disclosed in the Information, or any part thereof, for any purpose other than testing without first entering into an agreement with ISURF permitting such use or practice; or (iii) refer to or incorporate any part of the Information or any patent or patent application claiming the Intellectual Property in Company’s own patent prosecution.
4. The confidentiality and use obligations set forth above apply to all or any part of any Information provided before or after the effective date of this Agreement except to the extent that:
 - a. Company can show by written record that it rightfully possessed the Information prior to its receipt from a University Researcher or ISURF;
 - b. The Information was already available to the public or became so through no fault of Company, excluding information contained in patents pending or issued other than patents, if any, that are disclosed under this Agreement;
 - c. The Information is subsequently disclosed to Company by a third party that has the right to disclose it to Company free of any obligations of confidentiality;
 - d. The Information is independently developed and legally obtained from third parties, so long as such information is not obtained, developed or disclosed in violation of ISURF’s rights; or
 - e. Five (5) years has elapsed from the later of the date of this Agreement or the disclosure of the Information to Company by a University Researcher or ISURF.
5. Neither this Agreement, the disclosure of the Information to Company, the expiration of the period specified in paragraph 4.e., nor the publication of any Information shall be construed to grant Company either any implied or express license or any rights to obtain any implied or express license to the Information, any patents arising from or disclosed in the Information, or any other information or technology.
6. This Agreement constitutes a complete statement of all of the arrangements between the parties as of the date hereof with respect to all Information and rights disclosed in or arising from the Information, and supersedes all prior agreements and understandings between them with respect thereto.

7. Neither party shall claim any amendment from any provisions of this Agreement by mutual agreement, acknowledgement, or otherwise, unless such mutual agreement is in writing, signed by the other party, and specifically states that it is an amendment to this Agreement.

8. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Iowa.

9. Facsimile copies of signatures will be accepted by both parties as originals.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

IOWA STATE UNIVERSITY RESEARCH FOUNDATION, INC.

By: _____ Date: _____, 20____
Kenneth Kirkland, Ph.D
Executive Director

COMPANY

By: _____ Date: _____, 20____
Name and Office: _____