

**Rochester Institute of Technology
NON-DISCLOSURE AGREEMENT**

This **NON-DISCLOSURE AGREEMENT** is entered into as of _____ <date> _____ (“Effective Date”) between Rochester Institute of Technology, One Lomb Memorial Drive, Rochester, New York 14623-5604 (“RIT”) on behalf of _____ <division at RIT> _____ and _____ <company name> _____ at _____ <company address> _____ (“Company”).

WHEREAS, RIT is the owner of certain technology and other Confidential Information (defined below). Company desires to obtain from RIT certain Confidential Information for the purpose of evaluating and determining Company’s interest therein. RIT is willing to disclose the Confidential Information to Company under the terms and conditions set forth herein.

NOW, THEREFORE in consideration of the premises and mutual covenants set forth in this Agreement, the parties agree as follows:

1. “Confidential Information” under this Agreement means all confidential and proprietary information delivered to Company by RIT in oral, written, graphic, or electronic form and which RIT considers to be confidential and proprietary on the following subject(s): _____ Confidential Information shall be so labeled within thirty (30) days of disclosure and provided by RIT to Company.
2. Promptly after execution of this Agreement, RIT shall disclose the Confidential Information to Company for its evaluation and determination by Company as to whether Company desires to enter into an agreement with RIT for the development or licensing of the Confidential Information or portions thereof.
3. Company will evaluate the Information and provide RIT with the results thereof within thirty (30) days after RIT’s submission. Company shall return all Information submitted by RIT within thirty (30) days after receipt thereof and in any event upon RIT’s request.
4. The Information shall remain the exclusive property of RIT, and Company shall not use or disclose it except to evaluate it as contemplated by this Agreement. RIT and Company each reserve to themselves all their respective inventions, patents, copyrights, and other proprietary rights and interests, and, except for Company’s limited right of evaluation, neither grants the other any express or implied rights, or licenses under this Agreement. Any such rights or licenses shall be the subject of a separate agreement, but nothing herein requires either party to enter into such an agreement.
5. Company shall keep the Information in strict trust and confidence after the date of this Agreement and shall not disclose any of it to any person except to a limited number of its own employees who require the knowledge to perform the evaluation and who have agreed to maintain the confidentiality obligations in this Agreement.
6. The sole designated agents of the Company authorized to receive written Confidential Information are:
 ___<company>___

7. The disclosure of Company Confidential Information by Company to RIT and the disclosure of the RIT Confidential Information by RIT to Company shall not result in any obligation on the part of either party to enter into any future agreement relating to such Confidential Information or to undertake any other obligation not set forth in a written agreement signed by the parties hereto. Neither the execution and delivery of this Agreement nor the delivery of any Confidential Information hereunder shall be construed as granting by implication any right in or license under any present or future invention, trade secret, trademark, copyright, or patent, now or hereafter owned or controlled by either party hereto.
8. The confidentiality obligations shall not apply to Information (a) already in the possession of Company prior to its receipt from RIT; (b) that is or becomes public knowledge otherwise than as a result of the breach of any obligation in this Agreement; or (c) which is hereafter disclosed to Company by a third party without restriction and without a known duty of confidentiality to RIT.
9. This Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party, and, unless sooner terminated, shall automatically terminate twelve (12) months from the effective date hereof. However, the obligation to protect the Confidential Information shall survive for three (3) years from the date of termination of this Agreement.
10. This Agreement contains the entire agreement between parties with respect to its subject matter. No changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of RIT and Company.
11. The parties shall adhere to any applicable U.S. and foreign export control laws and regulations and shall not export or re-export any technical data or products received or the direct product of such technical data except in compliance with the applicable export control laws and regulations of the U.S. and any foreign country.
12. This Agreement shall be interpreted and enforced pursuant to the laws of the State of New York without regard to its conflicts of law principles. The venue of any dispute which cannot be amicably settled shall be the State and federal courts located in Monroe County, and the parties consent to the exclusive jurisdiction of such courts in such event.

The parties have signed this Agreement and it is effective as of the last date written below.

| | |
|--|--|
| <p>_____ <insert Company's name> _____</p> <p>By: _____</p> <p style="padding-left: 40px;">(Signature)</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>ROCHESTER INSTITUTE OF TECHNOLOGY</p> <p>By: _____</p> <p style="padding-left: 40px;">(Signature)</p> <p>Name: David Bond</p> <p>Title: Director – Sponsored Research Services</p> <p>Date: _____</p> |
|--|--|