**Reciprocal Nondisclosure Agreement**

This Reciprocal Nondisclosure Agreement (“Agreement”) is between **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**, a body corporate and politic of the State of Illinois, through the University of Illinois Urbana-Champaign, Sponsored Programs Administration, 1901 S. First Street, Suite A, Champaign, IL 61820, (“UNIVERSITY”), and *fill in name of other party that will hold discussions with UNIVERSITY* with offices at *fill in address of other party* (“ORGANIZATION”).

Each party anticipates disclosing to the other party certain information for the purpose of discussing *add research topic for discussion* (“Purpose”). The UNIVERSITY employee responsible for the discussions and for the receipt of the Confidential Information is *add name of University PI* (“Principal Investigator”).

The parties agree to maintain the secrecy of the disclosed information as follows:

1. Confidential Information. "Confidential Information" means all proprietary, privileged and confidential information in any form furnished by the disclosing party to the receiving party after the effective date of this Agreement and pursuant to the Purpose that the disclosing party intends to remain secret from third parties on the grounds that its disclosure would either cause the disclosing party competitive harm or waive a privilege granted by law. In order to enforce this provision, the disclosing party must mark tangible information “confidential” at the time of disclosure and, within 30 days of an oral disclosure, provide the receiving party a written summary that sufficiently describes the information that receiving party should protect as Confidential Information.

2. Exclusions. Confidential Information does not include information that: (a) is, or, after disclosure under this Agreement becomes, publicly available through no fault of receiving party; (b) was independently developed by receiving party without access to Confidential Information; (c) was furnished by a third party who, to receiving party’s knowledge, had no known confidentiality obligation to disclosing party; (d) was in receiving party’s possession on a non-confidential basis prior to receipt from disclosing party; or (e) is explicitly approved in writing for release by disclosing party.

3. Nondisclosure Obligation. During the term, and for three years from the expiration or earlier termination of this Agreement, receiving party will not disclose or otherwise make available to any third parties the Confidential Information, except as otherwise expressly permitted under this Agreement. The receiving party may provide Confidential Information to its employees and agents (collectively "Representatives") who have a need to know the Confidential Information for the Purpose and are under obligations at least as restrictive as this Agreement to protect Confidential Information. The receiving party will be responsible for any unauthorized use, reproduction, or disclosure of Confidential Information by its Representatives. The receiving party will use the disclosing party’s Confidential Information solely for the Purpose, and for no other purpose, and will not decompile, disassemble, or reverse engineer any products (including computer programs), prototypes or models received as Confidential Information. The receiving party will exercise the same degree of care to safeguard the Confidential Information as it uses to safeguard its own confidential, proprietary and privileged information, but in no event less than a reasonable degree of care.

4. Disclosures Required by Law. Receiving party will promptly notify disclosing party of any demand to disclose Confidential Information made under authority of law, including but not limited to an order of a court of competent jurisdiction or administrative body, a subpoena, or a valid public records request. To the extent legally permissible and as soon as practicable, receiving party will notify the disclosing party of the demand and will disclose only such Confidential Information as the demand requires. In no event will receiving party be in breach of this Agreement for its good faith compliance with applicable law.

5. Proprietary Legends. The receiving party will not remove any copyright or other proprietary rights notice attached to or included in any Confidential Information and will reproduce all such notices on any duplicates of the Confidential Information.

6. Return or destruction of Confidential Information. Upon disclosing party’s request, and to the extent reasonably possible, receiving party will destroy or return all Confidential Information existing in tangible form. Destruction of copies shall not extend to archival copies maintained in computer system backup files, permanent business records, or as may otherwise be required by receiving party’s internal document retention policies.

7. Proprietary Rights. By furnishing Confidential Information, disclosing party does not convey or transfer to receiving party any right, title, or interest in the Confidential Information.

8. No Warranties. Confidential Information is furnished “AS IS” and without any warranty, express or implied, concerning its accuracy, completeness, or performance. Disclosing party expressly disclaims all warranties of use, fitness for particular purpose, merchantability, and non-infringement of third party rights.

9. Legal and Equitable Relief. In the event of any actual or threatened breaches of this Agreement by a party or its Representatives, the aggrieved party may seek all legal and equitable remedies afforded it by law.

10. Loss, Theft or Unauthorized Disclosure. Promptly upon discovery, receiving party will notify disclosing party of any loss, theft, or unauthorized disclosure or use of Confidential Information and will cooperate in good faith to mitigate any damage to disclosing party.

11. Term and Termination. This Agreement is effective on the date the last party signed this Agreement below and shall be in effect for one year unless earlier terminated as provided in this Article 11. Either party may terminate this Agreement upon 30 days’ advance written notice to the other party. All obligations of confidentiality and non-use shall survive termination or expiration for the period set forth in Article 3.

12. General Provisions

12.1. Merger. This Agreement contains the entire understanding of the parties with respect to the subject matter and supersedes all prior agreements or understandings, whether written or oral.

12.2. Amendments. No modification of this Agreement shall be effective unless made by a written instrument signed by both parties.

12.3. No Waiver. A party's failure to enforce any provision of this Agreement shall not operate as that party's waiver of the particular provision or this Agreement as a whole.

12.4. Governing Law. Except when ORGANIZATION is a governmental entity or public body organized and existing under laws other than those of the State of Illinois, this Agreement shall be governed by and construed in accordance with Illinois law without reference to its conflict of laws principles. Nothing in this Agreement is intended to constitute a waiver of a party’s sovereign immunity under state or federal law. Any claims brought against UNIVERSITY must be brought in the Illinois Court of Claims in accordance with the Illinois Court of Claims Act (705 ILCS §505).

12.5. Notices. A party will deliver all notices contemplated under this Agreement to the other party as prescribed below. All notices must be in writing and delivered by: (a) personal delivery; (b) confirmed receipt of email, (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. Notice is effective upon receipt. A party shall notify the other party of any change in the contact information.

ORGANIZATION:

Name:

Delivery Address:

Phone:

Email:

UNIVERSITY - Notices regarding contractual matters:

Name: Robin Beach, Director Pre-Award

Delivery Address: Sponsored Programs Administration, 1901 S. First Street, Suite A, Champaign, IL 61820

Phone: 217-333-2187

Email: spa@illinois.edu

UNIVERSITY – Notices regarding technical matters:
Name:

Delivery Address:
Phone:

Email:

12.6. Counterparts. The parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile signatures, electronic signatures and signatures on scanned pdf documents constitute original signatures for all purposes.

12.7. Export Compliance. Each party shall comply with all relevant laws, whether United States or foreign, governing the exports and re-exports of technical data or commodities made under this Agreement. Prior to providing UNIVERSITY with any items subject to export control laws, ORGANIZATION will notify UNIVERSITY and identify the items at issue and the applicable export control laws.  If the items are subject to the Export Administration Regulations (“EAR”), ORGANIZATION will either furnish to UNIVERSITY the applicable Export Control Classification Numbers or indicate that EAR 99 applies. If the items are subject to the International Traffic in Arms Regulations (“ITAR”), ORGANIZATION will notify UNIVERSITY of the relevant ITAR categories and subcategories.  UNIVERSITY may decline to accept any export-controlled items. ORGANIZATION will direct all notices given under this section to: Export Compliance Officer, Sponsored Programs Administration, 1901 South First Street, Champaign, IL 61820; email: exportcontrols@illinois.edu

12.8. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

12.9. Ambiguities. Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this Agreement. Instead, the language in this Agreement shall be accorded its fair meaning and not strictly for or against any party.

12.10. No Third-Party Beneficiaries. The parties do not intend for this Agreement to benefit any third party.

12.11. Assignment. No party may assign or delegate, in whole or part, the rights or obligations created by this Agreement without the prior written consent of the other party.

Each party and the individuals signing below on its behalf certify that this Agreement is intended to be a binding contract and that the signatories are authorized to act in the capacities indicated.

(Signatures on the next page)

**THE BOARD OF TRUSTEES ORGANIZATION**

**OF THE UNIVERSITY OF ILLINOIS**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

Paul N. Ellinger, Comptroller Name and Title:

Date: Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Comptroller Delegate

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title of Comptroller Delegate

Read and Acknowledged by:

UNIVERSITY Principal Investigator