

Confidential Disclosure Agreement

THIS AGREEMENT, entered into and effective as of the last date set forth on the signature page (the “**Effective Date**”), by and between Lehigh University, having a place of business at 27 Memorial Drive West, Bethlehem, PA 18015 (hereinafter referred to as “**Lehigh**”) and **NAME OF COMPANY**, having a place of business at **FULL ADDRESS OF COMPANY** (hereinafter referred to as “**Company**”).

WHEREAS, Lehigh and Company desire to exchange certain Confidential Information (as hereafter defined) for the sole purpose of _____ **Brief background on what you're doing or intend to do with the company** _____ (hereinafter, the “Purpose”);

NOW, THEREFORE, in consideration of the premises and covenants herein contained, intending to be legally bound, the parties hereto agree as follows:

1. (a) For the purpose of this Agreement, “**Confidential Information**” means all non-public, confidential, or proprietary information which is not generally available to others and which each party endeavors to maintain as confidential, disclosed on or after the Effective Date, by either party (a “**Disclosing Party**”) to the other party (a “**Recipient**”) or its affiliates, or to any of such Recipient's or its affiliates' employees, officers, directors/trustees, partners, shareholders, agents, attorneys, accountants, or advisors (collectively, “**Representatives**”).

(b) Any such Confidential Information disclosed to either party and entitled to protection hereunder shall be marked “Confidential” in a clear and conspicuous manner if disclosed in documentary form. Confidential Information disclosed in non-documentary form (e.g. oral, visual, etc.) and entitled to protection hereunder shall be confirmed in writing as “CONFIDENTIAL” within thirty (30) days of any such disclosure.

(c) Except as required by applicable federal, state, or local law or regulation, the term “Confidential Information” as used in this Agreement shall not include information that:

- (i) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient or any of its Representatives;
- (ii) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a legal, fiduciary, or contractual obligation to the Disclosing Party;
- (iii) was known by or in the possession of the Recipient or its Representatives before being disclosed by or on behalf of the Disclosing Party under this Agreement; or
- (iv) was or is independently developed by the Recipient without reference to or use of any of the Disclosing Party's Confidential Information.

2. The Recipient shall:

(a) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care for a similarly situated entity (in the case of Lehigh University, a similarly situated institution of higher education);

(b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, including without limitation, to reverse engineer, disassemble, decompile, or design around the Disclosing Party's proprietary services, products, and/or confidential intellectual property;

(c) not disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who (i) need to know the Confidential Information to assist the Recipient, or act on its behalf, in relation to the Purpose or to exercise its rights under the Agreement; and (ii) are informed by the Recipient of the confidential nature of the Confidential Information; and

(d) be responsible for any breach of this Agreement caused by any of its Representatives.

3. In the event that the Recipient or its Representatives are required to disclose any of the Disclosing Party's Confidential Information pursuant to applicable federal, state, or local law, regulation, or court or agency order, before making any such disclosure, the Recipient shall, to the extent permitted by applicable law, provide the Disclosing Party with: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

4. The parties designate the following individuals, each as sole recipients of Confidential Information from the other party, and each of whom may share said Confidential Information with others within her or his organization solely in support of the Purpose:

For LEHIGH:

For **NAME OF COMPANY**:

 Name
 Title

5. This Agreement shall terminate upon one (1) year from the Effective Date or such earlier date as agreed by the parties in writing. Upon termination, the Recipient shall return (or destroy at the Disclosing Party's request) to the Disclosing Party upon request any and all Confidential Information furnished by a Disclosing Party to Recipient; provided that Recipient may retain electric copies of Confidential Information as a matter of routine electronic backups as long as it observes the confidentiality and non-use obligations hereunder for so long as it retains such files. Except as provided in the foregoing sentence, the Recipient's confidentiality and non-use obligations in this Agreement shall continue for a period of one (1) year after the termination of this Agreement.

6. Each party hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Recipient or any of its Representatives.

7. Each party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by such party or its Representatives. Therefore, in addition to all other remedies available at law, the non-breaching party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach.

8. DISCLOSING PARTY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, DISCLOSING PARTY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. DISCLOSING PARTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE RECIPIENT.

9. The parties do not anticipate the need to disclose to each other technical data, computer software, laboratory prototypes, documentation, equipment and/or other commodities that are subject to control (other than to the extent designated as EAR99) ("controlled technology") under applicable export control laws and regulations including without limitation, those established by the Department of Commerce through its Export Administration Regulations ("EAR"), the Department of State through its International Traffic in Arms Regulations ("ITAR"), and the Department of Treasury through its Office of Foreign Assets Control regulations ("OFAC") (collectively, "export controls regulations"). In the event a party believes it is necessary to disclose controlled technology that are regulated under export controls regulations, the Disclosing Party will inform the Recipient, in writing, prior to disclosing any such controlled technology, of its intention to disclose to the Recipient controlled technology and provide sufficient information (e.g., ECCNs, USML categories/articles) to allow the Recipient to comply with any applicable export controls. The Disclosing Party shall not disclose any controlled technology to the Recipient unless the Recipient agrees in writing to accept such controlled technology, which agreement may be conditioned upon the execution of a contract and the making of other specific arrangements with respect thereto.

10. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, but neither of the parties hereto shall assign this Agreement without the prior written consent of the other party. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its choice of law rules. This Agreement contains the entire agreement between the parties and supersedes any previous understanding, oral or written, with respect to the subject matter contained herein. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties, intending to be legally bound, have hereunto set their hands the day and year first above written.

Lehigh University

Signature: _____

Printed name: _____

Title: _____

Date: _____

NAME OF COMPANY

Signature: _____

Printed Name: _____

Title: _____

Date: _____