

## CONFIDENTIAL DISCLOSURE AGREEMENT

1. Effective (INSERT TODAY'S DATE) The University of Iowa Research Foundation ("UIRF"), a corporation located at 214 Technology Innovation Center, Iowa City, Iowa 52242 desires to disclose to (INSERT RECIPIENT NAME) ("Recipient") located at (INSERT RECIPIENT ADDRESS), certain confidential information which Recipient acknowledges to be of a confidential character relating to technology titled (INSERT UIRF INVENTION TITLE OR PATENT APPLICATION TITLE) "and improvements thereof, developed by (INSERT UI RESEARCHER NAME), as described in the UIRF Disclosure File number (INSERT UIRF #) ("Confidential Information").
2. Recipient accepts this Confidential Information for the sole purpose of evaluating the same for possible licensing and commercial use and hereby agrees not to make use of the disclosed Confidential Information, except for the purpose of evaluation, and further agrees not to disclose the same to any third party or parties without the written prior consent of UIRF. All such disclosures shall be in writing. All oral disclosures to Recipient which are then summarized in writing within thirty (30) days are also covered by this Agreement. Recipient shall protect said Confidential Information with the same degree of care as it applies to protect its own. Notwithstanding the above, Recipient agrees to treat all Confidential Information disclosed to it by or on behalf of the UIRF and any related patent filings as confidential, whether disclosed in writing or orally, and whether or not the information has been marked or otherwise identified in writing as Confidential.
3. Within ninety (90) days or within any extension period granted by UIRF from the date of this Agreement, Recipient will advise UIRF in writing as to its interest in negotiating an agreement to allow Recipient's use of the disclosed Confidential Information beyond the evaluation. Should UIRF independently agree to so negotiate with Recipient, the parties will commence good faith negotiations upon UIRF's written notification to Recipient.
4. If the period for evaluation has expired, or the Recipient has notified UIRF in writing that it is no longer interested in continuing with the evaluation, or if negotiations between the parties have commenced but UIRF has notified Recipient in writing that in UIRF's sole discretion a satisfactory agreement cannot be reached, then Recipient will promptly return to UIRF within thirty (30) days all Confidential Information and copies thereof, including written documentation, drawings, photographs, models, and specimens, less those specimens necessarily consumed in evaluation, and will keep only one copy thereof for the sole purpose of documenting this Confidential Information to Recipient, and which will be maintained in confidence by Recipient for the life of the Agreement.
5. It is recognized that Recipient may be required to disclose such Confidential Information to employees, for purposes of the evaluation. Recipient will exercise reasonable care in the selection of such employees, and will fully advise all such persons of the confidentiality of this Confidential Information and shall secure the agreement of all such persons to comply with the terms and conditions of this Agreement. The number of such employees will be limited to those who need to know for said evaluation purposes.

6. Notwithstanding the above, Recipient shall have no obligation hereunder to refrain from disclosing specific information if and when a patent is issued covering such Confidential Information. Further, Recipient shall have no obligation hereunder to refrain from disclosing or using the following information:
  - (a) Information which is generally available to the public at the time of this disclosure;
  - (b) Information which becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of Recipient;
  - (c) Information which thereafter is disclosed to the undersigned by third parties as a matter of right;
  - (d) Information which has been independently developed by Recipient; and
  - (e) Information which is required to be disclosed pursuant to law or court order.
  
7. In any event, it is understood that UIRF does not release Recipient from any liabilities based upon any copyright or patent or other rights it now possesses or may acquire concerning such Confidential Information. No license or other right under any U.S. or foreign patent, copyright, or know-how is granted or implied by this Agreement.
  
8. UIRF makes no warranties, express or implied, regarding the accuracy of the Information or its appropriateness for a particular purpose.
  
9. The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of Iowa.
  
10. The Recipient shall comply with all U.S. Export Laws and regulations.
  
11. The period of this Agreement is until three (3) years from either the termination of the evaluation or negotiations by Recipient or UIRF whichever occurs last, as specified in Paragraph 3 above. All obligations of the Recipient with respect to the use and disclosure of Confidential Information hereunder shall terminate at the end of such three (3)-year period.
  
12. The above constitutes the full and complete Agreement in this matter by and between the parties hereto.

IN WITNESS WHEREOF, Recipient has executed this Agreement in duplicate originals by its duly authorized officer or representative.

Disclosee/Recipient (INSERT RECIPIENT NAME)

University of Iowa Research Foundation

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Signature \_\_\_\_\_  
 Name : W. Bruce Wheaton, Ph.D.  
 Title : Executive Director  
 Date \_\_\_\_\_