

MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement, effective as of _____ (“Effective Date”), is between _____ (“OUTSIDE PARTY”) and Arizona Board of Regents on behalf of Arizona State University (“ASU”) and ASU’s employee, _____ (“INVESTIGATOR”). The parties are interested in disclosing to each other certain proprietary information relating to _____, including information disclosed in _____ (“ASU INFORMATION”), and certain proprietary information relating to _____ (“OUTSIDE PARTY INFORMATION”) (ASU INFORMATION AND OUTSIDE PARTY INFORMATION are collectively referred to herein as “INFORMATION”), for the purpose of (*check all that apply*):

- Evaluating OUTSIDE PARTY’S possible interest in acquiring rights to ASU inventions and/or sponsoring INVESTIGATOR’S research.
- Facilitating discussions between the parties regarding a possible collaboration.
- Other (please specify) _____ (“PURPOSE”).

Therefore, the parties agree as follows:

1. The parties may disclose their respective INFORMATION to each other. INFORMATION shall be marked confidential if disclosed in written or other tangible form, or if disclosed orally or visually, identified as confidential at the time of disclosure and reduced to writing and marked confidential and transmitted to the receiving party within thirty (30) days of the initial disclosure.
2. For a period of five (5) years from the EFFECTIVE DATE of this Agreement, the receiving party will not use, or disclose to any third party, INFORMATION of the disclosing party in any manner whatsoever except for the PURPOSE, and will require that its employees and agents (in the case of ASU, including employees of Arizona Technology Enterprises) who have access to such information maintain the same in strict confidence subject to the same restrictions. By way of example, and without limiting the generality of the foregoing, the receiving party shall not use INFORMATION of the disclosing party in connection with any patent application, for any commercial purpose, or for the benefit of a for-profit entity .
3. OUTSIDE PARTY will notify ASU of the results of its evaluation of ASU INFORMATION within thirty (30) days after receipt of such INFORMATION.
4. The receiving party’s obligation under paragraph 2 shall not apply if the receiving party can show that the INFORMATION of the disclosing party received hereunder:
 - a) was already known to the receiving party prior to the time of first disclosure, as demonstrated by contemporaneous, written documentation; or
 - b) at the time of disclosure is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by the receiving party; or
 - c) is received without any obligation of confidentiality from a third party having a legal right to disclose the same; or
 - d) is independently developed by the receiving party by individuals without access to such information, as demonstrated by contemporaneous, written documentation; or
 - e) is required to be disclosed by the receiving party pursuant to a legally enforceable order, subpoena, or other regulation (“ORDER”), provided, however, that the receiving party promptly notifies the disclosing party in advance of such disclosure and discloses only that INFORMATION necessary to comply with said ORDER.

OUTSIDE PARTY

ARIZONA BOARD OF REGENTS ON BEHALF OF
ARIZONA STATE UNIVERSITY

Printed Name:

Printed Name:

Title:

Title:

Date:

Date: