

CONFIDENTIAL DISCLOSURE AGREEMENT

To protect certain confidential information, Syracuse University ("SU"), and the "Participant" identified below, agree that:

1. **Disclosure Period:** This agreement pertains only to confidential information disclosed between [Click here to enter a date.](#) ("Effective Date") and 12 months (extended to 24 months if checked) thereafter.
2. **Disclosing Party:** The discloser of confidential information ("Discloser") is (check one only):
 SU Participant Both Parties
3. **Disclosure Coordinators:** The representatives responsible for coordinating the exchange of confidential information are (list both):
 SU:
 Participant:
4. **SU's Confidential Information** relates to (write a specific description if SU is indicated as a Discloser in paragraph 2):
5. **Participant's Confidential Information** relates to (write a specific description if Participant is indicated as a Discloser in paragraph 2):
6. **Purpose:** The purpose for the disclosure of confidential information under this agreement is to (write a specific description): (the "Purpose").
7. **Restrictions on Disclosure and Use:** For a period of 1 year (extended to 2 or 3 years if checked) from the date of disclosure, a party receiving confidential information ("Recipient") shall: (a) not disclose such information except to its employees, contractors, and subsidiaries who have a need to know and who are bound by confidentiality obligations substantially similar to those herein, and (b) use confidential information only in connection with the Purpose.
8. **Identifying Confidential information:** This agreement pertains only to information which: (a) is clearly designated in writing by Discloser as confidential at the time of disclosure, (b) is declared confidential by Discloser at the time of disclosure and confirmed in writing to Recipient within 30 days after disclosure, or (c) under the circumstances surrounding disclosure, Recipient knows, or ought reasonably to know, is confidential.
9. **Degree of Care:** Recipient shall protect the confidential information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Recipient uses to protect its own confidential information of a like nature.
10. **Information not Covered:** This Agreement imposes no obligation upon Recipient with respect to information that: (a) does not fall within the scope of paragraph 4 or 5; (b) was in Recipient's possession in tangible form before receipt from Discloser; (c) becomes a matter of public knowledge through no fault of Recipient; (d) is rightfully received by the Recipient from a third party without duty of confidentiality; or (e) is independently developed by Recipient.
11. **Return of Information:** Upon Discloser's written request, Recipient shall take commercially reasonable efforts to return or destroy all confidential information received hereunder, except that Recipient may retain a copy of such confidential information for archival purposes.
12. **No License Granted.** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential

Information solely for the purposes of determining whether to enter into the proposed collaborative relationship between the parties.

13. **Samples:** During the period of obligation under paragraph 7, Recipient shall not analyze the composition of, or reverse engineer or decompile any tangible materials or components or software constituting confidential information provided by Discloser hereunder.

General Terms

14. Except as expressly provided herein, under this Agreement neither party (a) acquires any intellectual property rights; or (b) assumes any obligation of any kind, including any obligation to disclose any information or to deal exclusively with the other party in any field or to purchase, sell, license, or otherwise transfer any technology, services, or products. No agency or partnership is created by this Agreement.
15. Any information disclosed hereunder is provided "AS IS" and without any warranty.
16. It is SU's policy to remain in full compliance at all times with all U.S. export control regulations, including but not limited to the Export Administration Regulations; International Traffic in Arms Regulations; and embargo sanctions under the Office of Foreign Assets Control (OFAC). Therefore, in the event that Participant wishes to provide export controlled data or information to SU during the course of activity under this Agreement, Participant must first notify SU of its intention to provide this data [and/or items] at least 30 days in advance of actually providing this data [and/or items], and indicate who at SU will be the intended recipient under this Agreement.
17. Recipient may disclose confidential information as required by law, after prior notice to Discloser.
18. This Agreement is made under and shall be construed according to the laws, other than choice of law provisions, of the State of New York. All modifications to this Agreement must be made in writing and must be signed by both parties.

| |
|---|
| Syracuse University |
| 224-226 Lyman Hall, 100 College Place Syracuse, NY 13244 |
| AUTHORIZED SIGNATURE: |
| By _____ |
| PRINTED SIGNATORY'S NAME: |
| _____ |
| PRINTED SIGNATORY TITLE: |
| _____ |

| |
|---------------------------|
| PARTICIPANT |
| COMPANY NAME: |
| _____ |
| COMPANY ADDRESS: |
| _____ |
| AUTHORIZED SIGNATURE: |
| By _____ |
| PRINTED SIGNATORY'S NAME: |
| _____ |
| PRINTED SIGNATORY TITLE: |
| _____ |