

## CONFIDENTIALITY AND RESEARCH AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the University of Puerto Rico, having employer identification number 660-43-03762, (hereinafter referred to as the “UPR”) and \_\_\_\_\_, having employer identification number \_\_\_\_\_ (hereinafter referred to as the “UNIVERSITY”).

WHEREAS the Parties intend to cooperate in the performance of experimental, developmental or research work in the area of \_\_\_\_\_ (hereinafter the “Research Subject”); and

WHEREAS information about the Research Subject, which is proprietary and confidential, including, but not limited to discoveries, inventions, improvements, know-how, manufacturing techniques, specifications, technical data, engineering data, formulae, recipes, process technologies, business plans, marketing and economic data and other related information (hereinafter “Confidential Information”) will be transmitted between the Parties;

THEREFORE, in consideration of the mutual disclosures between the Parties, they hereby agree to the following terms and conditions:

1. The Parties may disclose to each other Confidential Information related to the Research Subject. The Party receiving information related to the Research Subject may use such information in connection with the performance of experimental, developmental or research work in the Research Subject. Ownership of any intellectual property rights including, without limitation, any patents or copyrights, derived or resulting from information disclosed under this Agreement shall be determined pursuant to the laws governing such intellectual property. If any of the Parties elect to file a patent application in any country related to the Research Subject, the Party filing such patent application shall notify the other Party to this Agreement within thirty (30) days of such filing.
2. A confidential relationship shall arise between the Parties, and each Party agrees to hold in confidence all Confidential Information disclosed to it by the other and not to disclose such Confidential Information to anyone except such of its employees or personnel as may be necessary and not to use such Confidential Information for a purpose not covered by this Agreement, unless:
  - a. Such Confidential Information is a part of the public domain prior to the date first written hereinabove; or
  - b. Such Confidential Information becomes a part of the public domain not due to some unauthorized act by or omission of the Party receiving the Confidential Information after this Agreement is executed; or

- c. The Party receiving the Confidential Information can demonstrate that it or an affiliate or a subsidiary independently developed such Confidential Information prior to the date first written hereinabove; or
  - d. Such Confidential Information is disclosed to the Party receiving the Confidential Information by a third party who has the right to make such disclosure; or
  - e. Such Confidential Information is required to be disclosed to a third party by applicable laws or out of court proceedings.
3. The Parties shall use at least a reasonable degree of care to preserve the confidentiality of the Confidential Information and shall use at least the same efforts to preserve the confidentiality of Confidential Information received from the other Party as they would use to preserve the confidentiality of their own Confidential Information.
  4. The Confidential Information referred to hereunder will be furnished to the Parties for purposes of conducting experimental, developmental and research work in the Research Subject and for no other purpose.
  5. The Parties will permit their employees, students and any other personnel affiliated therewith to have access to Confidential Information received from the other Party only on a need-to-know basis, and only if they agree to observe the nondisclosure and non-use obligations contained in this Agreement. Each person that receives Confidential Information shall sign an acknowledgement of this Agreement.
  6. Upon the conclusion of the Parties' collaboration on the Research Subject, each Party shall return to the other any and all written material and/or prototypes and/or samples it received. The return of the material shall not affect the obligations of each Party to treat the Confidential Information disclosed to it as confidential and not to use same, which confidentiality shall continue for a period of three (3) years from receipt of the Confidential Information.
  7. 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.
  8. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Parties hereto.
  9. This Agreement shall remain in force for a period of five (5) years or until the Parties collaboration on the Research Subject terminate, whichever occurs later.

ACCEPTED AND AGREED TO BY:

**THE UNIVERSITY OF PUERTO RICO**

\_\_\_\_\_

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

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

Name:

Name:

Title: Chancellor

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**DRAFT**

**FACULTY**

We hereby acknowledge and agree to abide by the terms of the attached Agreement.

**THE UNIVERSITY OF PUERTO RICO**

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

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

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