

NON-DISCLOSURE AGREEMENT

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

WHEREAS Disclosing Party has developed and owns proprietary technical and confidential information concerning their research work.

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;

NOW THEREFORE, the parties agree as follows:

1. As used herein Confidential Information and or proprietary information shall mean all information, documentation, manufacturing techniques software (including listings thereof and documentation related thereto) and devices disclosed or made available by Disclosing Party to Receiving Party, including, but not limited to the existence of discussions between Disclosing Party and Receiving Party, and Disclosing Party's Invention, patent applications, trade secrets, know how business plans, prototypes, present and future products and policies (“Confidential Information”).

“Confidential Information” shall also include all information or material, written or oral, that has or could have commercial value or other utility in the business and/or practice area in which Disclosing Party is engaged.

2. In the event that Disclosing Party furnishes physical or tangible copies of any of the Confidential Information to Receiving Party, Receiving Party acknowledges and agrees that these materials are furnished under the following conditions: (a) these materials are loaned to Receiving Party solely for purposes of evaluation and review; (b) these materials shall be treated consistent with the Receiving Party’s obligation for Confidential Information under this Agreement; (c) Receiving Party may not copy or otherwise duplicate these materials; and (d) Receiving Party shall return to Disclosing Party any and all such material (including but not limited to records, notes, and other written, printed, or tangible materials) in its possession pertaining to Confidential

Information immediately if Disclosing Party requests it in writing.

3. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

Specific aspects or details of Confidential Information shall not be deemed to be within the public domain or in the possession of Receiving Party merely because the Confidential Information is embraced by general disclosures in the public domain or in the possession of Receiving Party. In addition, any combination of Confidential Information shall not be considered in the public domain or in the possession of Receiving Party merely because individual elements thereof are in the public domain or in the possession of Receiving Party unless the combination and its principles are in the public domain or in the possession of Receiving Party.

4. Receiving Party acknowledges and agrees that Confidential Information is proprietary to and a valuable trade secret of Disclosing Party and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to Disclosing Party.
5. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, including its own employees, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.
6. This Agreement shall be effective on the date of signature. The nondisclosure provisions of this Agreement shall survive any termination, cancellation or expiration of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first. Further the obligation not to disclose Confidential Information shall not be affected by bankruptcy, assignment, attachment or seizure procedures, whether initiated by or against Receiving Party.
7. No rights or licenses, expressed or implied, are hereby granted to Receiving Party under any patents, copyrights or trade secrets of Disclosing Party as a result of or related to this Agreement.
8. Receiving Party will inform Disclosing Party if Receiving Party discovers that someone else is making or threatening to make unauthorized use of the Confidential Information.

9. At any time Disclosing Party may request Receiving Party to return all of the Confidential Information. In that event, Receiving Party shall immediately cease all use of the Confidential Information and return to Disclosing Party all documents containing or incorporating any Confidential Information within five (5) days.
10. If it is determined by either party hereto that an agreement, relative to the services to be provided, cannot be successfully negotiated, each party shall return to the other party any and all written material and/or prototypes and/or samples and or any other documentation received. The return of said 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 until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
11. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid.
12. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer, or employee of the other party for any purpose. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties. The formation, effect, performance and construction of this Agreement shall be governed by the laws of the Commonwealth of Puerto Rico of the United States of America. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.
13. 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.
14. If either party receives a request to disclose any of the other party's Confidential Information pursuant to law, regulation, or court order, such receiving party shall, if legally permissible, provide the disclosing party with written notice thereof as promptly as practicable in order to allow the disclosing party to take whatever action the disclosing party deems necessary to protect its Confidential Information. In the event that (i) no protective order or other remedy is obtained or (ii) the disclosing party waives compliance with the terms of this Agreement, receiving party shall furnish only that

portion of the disclosing party's Confidential Information that receiving party is advised by counsel is legally required.

ACCEPTED AND AGREED TO BY:

In Witnesses thereof the parties hereto have caused this Agreement to be executed in _____, Puerto Rico.

Receiving Party: _____

By: _____ Date: ____/____/____

Name: _____

Title: _____

Disclosing Party: University of Puerto Rico

By: _____ Date: ____/____/____

Name: _____

Title: _____

CONTACT PERSONS

Receiving Party: _____

By: _____ Date: ____/____/____

Name: _____

Title: _____

Disclosing Party: University of Puerto Rico

By: _____ Date: ____/____/____

Name: _____

Title: _____

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