**Confidentiality Agreement**

This confidentiality agreement (“Agreement”) is effective as of Click here to enter text. (“Effective Date”), by and between:

**University of Rochester**, having a business address at the Office of Research & Project Administration 518 Hylan Building, Box 270140 Rochester, NY 14627 (“Rochester”)

and

**Click here to enter text.**

 (“Click here to enter text.”). Rochester and Click here to enter text. may individually be referred to as a “Party”, or collectively as the “Parties“.

Whereas, Rochester and Click here to enter text. wish to disclose confidential information to one another relating to Click here to enter text. (“Confidential Information”), for the purpose of the development and conducting research collaborations (“Purpose”). The Party disclosing Confidential Information may be referred to as the Disclosing Party, while the Party receiving Confidential Information may be referred to as the Receiving Party.

In consideration of the disclosure of Confidential Information, and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the Parties intending to be legally bound, agree as follows:

1. Confidential Information means all information disclosed by the Disclosing Party on or after the Effective Date related to the Purpose, regardless of form. While the Parties shall endeavor to mark Confidential Information as confidential, Receiving Party agrees and acknowledges that any non-marked information do not constitute a designation of nonconfidentiality, particularly when the confidential nature is apparent from context and subject matter.
2. Receiving Party shall not use Confidential Information except for the Purpose, and shall not disclose or transfer the Confidential Information to any other party/person, except to its employees, agents, representatives, staff or counsel (“Representatives”) who have a legitimate need to know, and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement. Receiving Party shall use no less than the same standard of care in protecting the Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event shall the applicable standard of care be less than reasonable under the circumstances. Receiving Party shall be responsible for the unauthorized use of the Confidential Information by its Representatives.
3. Obligations of confidentiality and non-use shall not apply to information that the Receiving Party can demonstrate:
	1. Is or becomes publicly available through no fault of the Receiving Party;
	2. At the time of receipt by Receiving Party was independently known by Receiving Party as demonstrated by written records;
	3. Is or has been made available to Receiving Party by a third party having the lawful right to do so without breaching any obligation of non-use or confidentiality to Disclosing Party;
	4. Is independently developed by or behalf of Receiving Party without the use or benefit of the Confidential Information as demonstrated by written records.
4. If Receiving Party is required by legal process to disclose any part of the Confidential Information pursuant to valid judicial, administrative or government authority, Receiving Party shall: (i) notify the Disclosing Party as promptly as possible upon becoming aware of such a requirement, (ii) disclose only such portion of the Confidential Information as is required to be disclosed, and (iii) reasonably cooperate with the Disclosing Party in seeking protective order(s) or injunctive relief to protect the confidentiality of such Confidential Information.
5. The term of this Agreement shall be for Click here to enter text. years (“Term”) from the Effective Date, provided Receiving Party’s obligations of confidentiality and non-use shall continue for the Term and survive for five (5) years from the end of the Term.
6. No license or other right of any nature is created or granted pursuant to this Agreement, except the limited right to use the Confidential Information under the terms of this Agreement. This Agreement shall not be construed to create any obligation on the part of either Party to enter into any future arrangement or agreement with the other Party.
7. Upon the conclusion of the Term, or upon Disclosing Party’s written request, Receiving Party shall return all Confidential Information supplied to it by Disclosing Party. Notwithstanding anything to the contrary, Receiving Party shall be permitted to retain one (1) copy of the Confidential Information in secure location solely for the purpose of ensuring compliance with this Agreement.
8. Receiving Party acknowledges and agrees that any disclosure or use of the Confidential Information in violation of this Agreement may be detrimental to Disclosing Party and may cause Disclosing Party irreparable harm and damage. In accordance with applicable law, and in addition to any other rights and remedies available to Disclosing Party, Disclosing Party may be entitled to seek equitable relief by way of injunction or otherwise.
9. Neither Rochester nor Click here to enter text. shall be permitted to use the name or trademark(s) of the other Party in any advertisement, promotion or other form of publicity or news release or in any way that implies endorsement, without the prior written consent of the other Party.
10. This Agreement shall be construed under the laws of the state of New York, without regards to conflicts of law principles.
11. This Agreement shall not be assigned without the prior written consent of the other Party.
12. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter, and supersedes all other or prior agreements or understandings, whether written or oral, with respect to the subject matter.
13. This Agreement may only be amended by written agreement signed by both Rochester and Click here to enter text..
14. This Agreement may be executed in any number of counterparts, each of which shall be an original and all which together shall constitute one and the same document, binding upon all Parties notwithstanding that each of the Parties may have signed different counterparts. Scanned copies of signatures, electronic signatures or electronic images of signatures shall be considered original signature(s).

The authorized representatives of the Parties have caused this Agreement to be executed, by a duly authorized representative, as of the Effective Date.

**University of Rochester Click here to enter text.**

Signature: Signature:

Name: Click here to enter text. Name: Click here to enter text.

Title: Click here to enter text. Title: Click here to enter text.

Date: Click here to enter text. Date: Click here to enter text.