

## MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Mutual Confidential Disclosure Agreement (“Agreement”), effective as of \_\_\_\_ day of MONTH, 2017 (“Effective Date”), by and between Northwestern University, having offices at 633 Clark Street, Evanston, IL 60208 (“Northwestern”) and \_\_\_\_\_ having offices at \_\_\_\_\_ (“Company”) (each a “Party” and collectively the “Parties”). Northwestern and Company each desire and have the authority to disclose to the other Party, and receive from the other Party, certain proprietary and confidential information (“Information”) as set forth in this Agreement. The Information developed, owned, and disclosed by Northwestern concerns (NU\_\_\_\_\_) invented by \_\_\_\_\_. The Information developed, owned, and disclosed by Company concerns\_\_\_\_\_.

In consideration of the discussions between the Parties giving access to such Information, and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Each Party asserts that it has the authority to make the disclosures of Information under this Agreement.
2. The Parties acknowledge the confidentiality of the Information being exchanged. Each Party accepts the other Party’s Information for the sole purpose of evaluating and discussing the possibility of entering into a business arrangement with the other Party (the “Evaluation”). Each Party agrees to use the other Party’s Information for no other purpose than such Evaluation.
3. Disclosures may be made under this Agreement for one (1) year following the Effective Date (the “Disclosure Period”).
4. The Parties agree not to disclose Information to any third party without the prior written consent of the other Party. Each Party shall protect the other Party’s Information with the same degree of care as it protects its own Information of like importance, at least utilizing reasonable care. Each Party shall take all precautions necessary to prevent unauthorized use of the other Party’s Information for a period of four (4) years from the Effective Date of this Agreement.
5. All Information shall be disclosed in writing and marked “Confidential.” Any Information disclosed orally shall be restated in writing by the disclosing Party, marked “Confidential,” and sent to the receiving Party within thirty (30) days of the oral disclosure.
6. Within ninety (90) days from the end of the Disclosure Period, or within any extension agreed to in writing by the Parties, each Party will advise the other Party in writing as to its interest in further use of the other Party’s Information beyond the sole purpose of the Evaluation. Should either Party, in its sole discretion, request permission to use the other Party’s Information beyond the Evaluation, the other Party will, in its sole discretion, accept or deny such a request. If a Party accepts such a request, the Parties will commence good faith negotiations to reach an agreement regarding such further use.
7. If the period for the Evaluation has expired without being extended, or if either Party has notified the other Party in writing that it is not interested in using the Information, or if negotiations between the Parties have commenced, but one Party has notified the other Party in writing that in its sole judgment a satisfactory agreement cannot be reached, then each Party will promptly return to the other Party within thirty (30) days all of the other Party’s Information and copies thereof, including written records, test results, notes, drawings, photographs, models, and information relating thereto.

8. It is recognized that either Party may be required to disclose Information to its employees for purposes of the Evaluation. The Parties will exercise reasonable care in the selection of persons who have a need to have access to the Information and will fully advise all such persons of the confidentiality of this Information.
9. Information shall not be deemed confidential and proprietary, and the Parties shall have no obligation of confidentiality or non-use with respect to any Information which:
  - a) is already known and documented by the receiving Party;
  - b) is part of the public domain or becomes publicly known through no wrongful act of the receiving Party;
  - c) is lawfully disclosed to the receiving Party by a third party without breach of this Agreement;
  - d) is developed independently by an employee or agent of either Party who had no knowledge or access to such Information; or
  - e) is approved for release by written authorization from the disclosing Party.

If either Party discloses or uses the other Party's Information under any of the above conditions (a) through (e), that Party shall, at the other Party's request and in such detail as the other Party may reasonably require, substantiate how such disclosure or use satisfies the condition.

10. Except to the extent authorized herein, no license or other right is granted or implied by this Agreement under any U.S. or foreign patent, copyright, or other rights either Party now possesses or may acquire.
11. Nondisclosure of Discussions. Except as otherwise provided in this Agreement, without Company's prior written consent, Northwestern will not disclose to any third party either the fact that discussions and negotiations are taking place concerning a possible transaction between the Company and Northwestern or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. Without Northwestern's written consent, Company will not disclose to any third party either the fact that discussions or negotiations are taking place concerning a possible transaction between Company and Northwestern or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
12. Neither Party makes any representation or warranty of any kind, either express or implied, including any representation or warranty that the use of the Confidential Information will not infringe any patent or other proprietary right of a third party.
13. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective subsidiaries, successors, assigns, legal representatives, and all corporations controlling them or controlled by them. This Agreement shall not be assigned or otherwise transferred by either Party in whole or in part without the express written consent of the other Party, which consent will not be unreasonably withheld.

14. The validity, construction and performance of this Agreement and the legal relations between the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of laws principles.
15. If any provision of this Agreement or the application of such provision is invalid under any applicable statute or rule of law, the remaining provisions of this Agreement shall remain in full force and effect.
16. The above constitutes the full and complete Agreement in this matter by and between the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each Party by its duly authorized officer or representative.

**Company**

**Northwestern University**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: Alicia Löffler, Ph.D.

Title:  
\_\_\_\_\_

Title: Associate Vice President &  
Executive Director

Company: \_\_\_\_\_

Innovation & New Ventures Office

Location: \_\_\_\_\_

Evanston, Illinois 60201-3789