

Rochester Institute of Technology
BILATERAL NON-DISCLOSURE AGREEMENT

This **BILATERAL NON-DISCLOSURE AGREEMENT** is entered into as of _____ <date> _____
 (“Effective Date”) between Rochester Institute of Technology, One Lomb Memorial Drive, Rochester,
 New York 14623-5604 (“RIT”) on behalf of _____ <division at RIT> _____
 and _____ <company name> _____ at _____
 _____ <company address> _____ (“Company”).

WHEREAS, receiver and discloser intend to work with RIT on the Confidential Information
 development and/or feasibility of _____ <name or describe the technology> _____. It
 may be necessary for each party (“Discloser”) to give to one other party (“Receiver”) confidential
 technical, marketing, and/or other information relating to the Confidential Information.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement,
 the parties agree as follows:

1. Discloser will designate information it discloses under this Agreement and considers confidential
 (“Confidential Information”). If the Confidential Information is disclosed orally or visually, (e.g., it
 may be incorporated in products or parts which are the subject of the parties’ discussions and
 intended research), it shall be identified in writing as such at the time of disclosure. Confidential
 Information shall not include any information that:
 - a) Is already in the possession of Receiver;
 - b) becomes publicly available through no fault of Receiver;
 - c) is independently developed by Receiver without reliance on the Confidential Information of
 Discloser;
 - d) is received without the obligation of confidentiality from a third party with no known duty of
 confidentiality to Discloser; or
 - e) is required to be disclosed by a government authority or a court, including (without limitation)
 pursuant to any request related to the Freedom of Information Act and/or the U.S. Office of
 Management and Budget requirements; provided, however, that Receiver shall promptly notify
 Discloser of such request or order and shall cooperate with Discloser to limit the disclosure of
 Confidential Information hereunder.

2. Receiver shall maintain the strict confidentiality of the Confidential Information using the same
 degree of care it uses to protect its own confidential information and shall not disclose it to third
 parties without the joint written approval of Discloser. Receiver shall not use or disclose the
 Confidential Information except for the purposes contemplated under a cooperative research or other
 agreement between the parties. Receiver shall use reasonable care in the selection of individuals
 exposed to the Confidential Information and remind them of their obligations to protect its
 confidentiality. Receiver acquires no rights to manufacture, license, or otherwise to use or disclose
 the Confidential Information except as expressly granted hereunder.

3. The sole designated agents of the parties authorized to receive written Confidential Information are:
 RIT:
 _____ <company> _____

4. This Agreement shall continue in effect for two (2) years from (a) the date of this Agreement, or (b) the termination of evaluation or negotiations by Receiver and Discloser, whichever is last. Receiver shall return any and all Confidential Information (including all copies in whole or in part) to Discloser upon termination of this Agreement.

5. This Agreement shall be interpreted and enforced pursuant to the laws of the State of New York without regard to its conflicts of law principles. The venue of any dispute, which cannot be amicably settled, shall be the State and federal courts located in Monroe County, and the parties consent to the exclusive jurisdiction of such courts in such event.

6. The parties shall adhere to any applicable U.S. and foreign export control laws and regulations and shall not export or re-export any technical data or products received or the direct product of such technical data except in compliance with the applicable export control laws and regulations of the U.S. and any foreign country.

The parties have signed this Agreement and it is effective as of the last date written below.

_____ <insert Company's name>

ROCHESTER INSTITUTE OF TECHNOLOGY

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: David Bond

Title: _____

Title: Director – Sponsored Research Services

Date: _____

Date: _____