

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This agreement, effective as of the last date signed below, by and between The University of Maine System, a body politic and corporate and an instrumentality and agency of the State of Maine, acting through the University of Maine's Department of Industrial Cooperation with offices at 5717 Corbett Hall, Orono, Maine 04469, (hereinafter UMAINE) and Company Name, having offices at Company Address (hereinafter COMPANY).

RECITALS

- A. Company and UMAINE wish to exchange certain information pertaining to *Provide Description*. This exchange includes all communication of information between the parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.
- B. UMAINE and Company wish to exchange the information for the sole purpose of *Provide Description*, and each party regards certain parts of the Information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use (such secret parts being hereafter collectively referred to as "Information").
- C. UMAINE and Company are willing to disclose Information (as "Disclosing Party") and receive Information (as "Receiving Party") on the terms and conditions set forth herein.

AGREEMENTS

Therefore, UMAINE and Company agree, as follows:

1. The Receiving Party will:
 - a. Not disclose Information of Disclosing Party to any other person;
 - b. Use at least the same degree of care to maintain the Information as confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care;
 - c. Use the Information only for the above purpose;
 - d. Restrict disclosure of the Information of the Disclosing Party solely to those employees of Receiving Party having a need to know such Information in order to accomplish the purpose stated above;
 - e. Advise each such employee, before he or she receives access to the Information, of the obligations of Receiving Party under this Agreement, and require each such employee to maintain those obligations.
 - f. Within fifteen (15) days following the request of Disclosing Party, return to Disclosing Party all documentation, copies, notes, diagrams, computer memory media and other materials

containing any portion of the Information, or confirm to Disclosing Party, in writing, the destruction of such materials.

2. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information received from Disclosing Party which:
 - a. Was known to Receiving Party prior to disclosure by Disclosing Party;
 - b. Is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality;
 - c. Is or becomes generally known or publicly available other than by unauthorized disclosure;
 - d. Is independently developed by Receiving Party;
 - e. Is disclosed by Disclosing Party to a third party without a duty of confidentiality by the third party.
3. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information unless such portion is:
 - a. Disclosed in a written document or machine readable media marked "CONFIDENTIAL" at the time of disclosure
 - b. Disclosed in any other manner and summarized in a memorandum mailed to Receiving Party within thirty (30) days of the disclosure.
4. The Information shall remain the sole property of Disclosing Party.
5. NEITHER DISCLOSING PARTY MAKES ANY REPRESENTATION WITH RESPECT TO ITS CONFIDENTIAL INFORMATION AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, NEITHER DISCLOSING PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER DISCLOSING PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE RECEIVING PARTY.
6. In the event of a breach or threatened breach or intended breach of this Agreement by either party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
7. It is the policy of UMAINE to remain fully compliant at all times with all U.S. export control

regulations, including but not limited to the Export Administration Regulations; International Traffic in Arms Regulations; and embargo sanctions under the Office of Foreign Assets Control (OFAC). Therefore, in the event that COMPANY wishes to provide export controlled data or information to UMAINE during the course of activity under this Agreement, COMPANY must first notify UMAINE of its intention to provide this data at least 30 days in advance of actually providing this data or information, and indicate who at UMAINE will be the intended recipient. UMAINE will then determine whether it can or cannot accept such data, the conditions for such receipt if agreed upon, and communicate said determination back to COMPANY.

The Receiving Party will not export, directly or indirectly, any technical data acquired from Disclosing Party or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.

8. Any notices required or provided by the terms of this Agreement shall be sent to the address listed above. Technical contacts who shall exchange Confidential Information shall be addressed as follows, or to such other address/addressee as the Party to whom notice is to be given may have provided to the other Party in writing in accordance with this provision.

If to Company:

Name: Name
Title: Title
Address: Address
Address: Address
Phone: Phone
Email: Email

If to UMaine:

Name: Name
Title: Title
Address: Address
Address: Address
Phone: Phone
Email: Email

A party may change its address or designee at any time by written notice to the other party.

9. The validity, construction, and performance of this Agreement are governed by the laws of the State of Maine, and suit may be brought in Maine to enforce the terms of this Agreement.
10. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.

This Agreement is binding upon both parties and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will remain in effect for five (5) years from date of execution, unless terminated on thirty (30) days written notice by either party. However, Receiving Party's obligations of confidentiality and restrictions on use of the Information disclosed by Disclosing Party shall survive termination of this Agreement.

The University of Maine

By: _____

Name: James S. Ward, IV

Title: Vice President of Innovation and
Economic Development

Date: _____

Read and Understood By:

Name: _____

Department: _____

Company

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE