

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is by and between _____, having its principal place of business at _____ (hereinafter referred to as "**RECIPIENT**"), and the State of Oregon, Acting by and through the State Board of Higher Education on behalf of Portland State University, P.O. Box 751, Portland, Oregon 97207-0751, (hereinafter referred to as "**UNIVERSITY**").

The parties hereto agree as follows:

1. **UNIVERSITY** is possessed of certain written information relating to _____ (hereinafter referred to as "**INFORMATION**") developed by **UNIVERSITY** and is prepared to disclose the same to **RECIPIENT** for the purpose of enabling **RECIPIENT** to make a determination of its interest in acquiring a license or other rights relating thereto from **UNIVERSITY**, but for no other purpose.
2. **RECIPIENT** agrees to hold in confidence, for a period of five (5) years from the date of disclosure, the **INFORMATION** disclosed to it by **UNIVERSITY** as identified in Clause 1 above and not to disclose the **INFORMATION** to anyone except to such of its employees, consultants and agents as may be necessary to make the determination required under this **Agreement** and which employees, consultants and agents have signed non-disclosure agreements with the **RECIPIENT** covering a five (5) year period from the date of this **Agreement**. **RECIPIENT** agrees not to use the **INFORMATION** for any commercial purpose or any purpose other than making the determination required under this **Agreement**, unless:
 - a. Such **INFORMATION** is part of the public domain; or
 - b. Such **INFORMATION** becomes a part of the public domain not due to some unauthorized act by or omission of **RECIPIENT** after this **Agreement**; or
 - c. **RECIPIENT** can demonstrate that it had independently developed knowledge of such **INFORMATION** prior to the date of this **Agreement**; or
 - d. Such **INFORMATION** is disclosed to **RECIPIENT** by a third party who has the right to make such disclosure; or
 - e. Permission to disclose said **INFORMATION** or to make use thereof is obtained by **RECIPIENT** from **UNIVERSITY**.
3. In the event that the parties determine that a further **Agreement** cannot be satisfactorily negotiated, **RECIPIENT** agrees to return to **UNIVERSITY** any and all material furnished by **UNIVERSITY**, as well as any copies made thereof, except one (1) copy which may be retained for archival purposes. The return of this material shall not affect the obligations of **RECIPIENT** to treat the **INFORMATION** disclosed to **RECIPIENT** as confidential subject to Clause 2 above.
4. This **Agreement** shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, but neither of the parties hereto shall assign this **Agreement** without the prior written consent of the other party.

5. No modification or waiver of any of the provisions of this **Agreement** shall be valid unless in writing and signed by the parties hereto.
6. **UNIVERSITY** makes no representation that the confidential disclosure herein described shall be exclusive, and **RECIPIENT** acknowledges the **UNIVERSITY** may be involved in making such confidential disclosures to other parties.
7. In the event of any dispute under this **Agreement**, the governing law should be the law of the State of Oregon, and all actions filed under this **Agreement** are to be filed in the State of Oregon Circuit Court for Multnomah County.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized officers or representatives on the respective dates indicated below.

RECIPIENT

**STATE OF OREGON, Acting By and
Through the Oregon State Board of
Higher Education on Behalf of
Portland State University**

By:

By: William Feyerherm
Technology Transfer Officer

Date

Date