

Confidential Disclosure Agreement

This Confidential Disclosure Agreement (this “Agreement”) is dated as of the date of full execution (the “Effective Date”) by and between _____, a _____ corporation located at _____ (“_____”); _____, a _____ corporation located at _____ (“_____”); and the **WiSys Technology Foundation, Inc.**, a not-for-profit Wisconsin corporation located at 614 Walnut Street, Madison, Wisconsin 53726 USA (“WiSys”).

WHEREAS, WiSys is, or may become, the owner by assignment of certain inventions, information and/or other intellectual property (the “**Inventions**”) identified generally as follows:

WiSys Reference: _____ - T _____ US
“ _____ ”

WHEREAS, _____ and _____ would like to [INSERT PURPOSE: evaluate their interest in the Inventions], as well as other information developed by WiSys and/or researchers at the University of Wisconsin relating to the Inventions, and may disclose certain proprietary or confidential information to WiSys in connection with [the evaluation process].

NOW THEREFORE, _____, _____ and WiSys agree as follows:

1. For purposes of this Agreement, the following terms shall have the meanings set forth below: “**Disclosing Party**” means a party to this Agreement that supplies, or has supplied, “**Proprietary Information**” to another party hereto; “**Receiving Party**” means a party to this Agreement that receives Proprietary Information from a Disclosing Party, its agents or representatives pursuant to this Agreement; and “**Proprietary Information**” means information in any form, tangible or intangible, as supplied in writing, orally or by observation, that may be disclosed by or on behalf of a Disclosing Party to a Receiving Party, that is nonpublic, proprietary, a trade secret or confidential in nature, including the Inventions of WiSys.

2. Proprietary Information disclosed by or on behalf of a Disclosing Party to a Receiving Party shall be used by the Receiving Party solely for the purpose of [INSERT PURPOSE: i.e, discussing potential future collaborations or other agreements between the parties] (“**Purpose**”). Specifically, but without limitation, no Receiving Party will (i) use any of the Proprietary Information of a Disclosing Party for any commercial purpose or the development of any products or technology; (ii) use or attempt to practice any invention that is the Proprietary Information of a Disclosing Party; or (iii) refer to or incorporate any part of the Proprietary Information of a Disclosing Party hereto, or any patent or patent application claiming the Proprietary Information of a Disclosing Party, in its own patent prosecution.

3. All Proprietary Information disclosed hereunder shall be held in confidence by a Receiving Party. Only the employees and agents of the Receiving Party who are under obligations of confidentiality no less restrictive than those set forth herein shall have access to the Proprietary Information of a Disclosing Party, and then only for the Purpose set forth above. [*Optional language if applicable:* If

_____ and _____ desire, the parties agree that Professor _____, an inventor of the Inventions, and any other researchers working with Prof. _____, may receive Proprietary Information of any Disclosing Party under this Agreement, or may disclose Proprietary Information regarding the Inventions, provided that such person or persons sign and date this Agreement and agree to maintain in confidence such Proprietary Information as provided herein.]

4. The confidentiality and use obligations set forth above apply to all Proprietary Information except to the extent that: (i) Receiving Party can show by written record that it possessed the information prior to its receipt from Disclosing Party; (ii) the information was already available to the public or became so through no fault of Receiving Party; (iii) the information is subsequently disclosed to Receiving Party by a third party who has the right to disclose it free of any obligations to Disclosing Party; (iv) the information is independently developed by Receiving Party without reference to or use of Disclosing Party's Proprietary Information; (v) the information is hereafter disclosed by Disclosing Party to a third party without restrictions on its disclosure or use; (vi) the information is required by law, rule or regulation to be disclosed subject to Section 5 below; or (vii) five (5) years have elapsed from the Effective Date, except for trade secrets, which shall expire upon its entry into the public domain through no fault of Receiving Party.

5. If a Receiving Party is required by governmental, administrative, or judicial process to disclose any or all of the Proprietary Information, then such Receiving Party shall, prior to any disclosure in accordance with such process, promptly notify the Disclosing Party and provide the Disclosing Party assistance in any reasonable effort to obtain confidential treatment with respect to such disclosure.

6. Each Disclosing Party shall retain all proprietary rights in and to its Proprietary Information disclosed hereunder. Neither this Agreement nor the disclosure of Proprietary Information to a Receiving Party shall be construed to grant any party an implied or express license, or any right to obtain any implied or express license, to any Proprietary Information of a Disclosing Party hereunder, including any inventions or patents claiming inventions or any other technology held by a Disclosing Party.

7. Each Disclosing Party warrants that it has the right to disclose the Proprietary Information to a Receiving Party under this Agreement.

8. This Agreement shall expire one (1) year from the Effective Date. Notwithstanding the foregoing, a party hereto may terminate this Agreement upon thirty (30) days written notice to the other parties. Upon expiration or termination of this Agreement the obligations of a Receiving Party to a Disclosing Part shall be limited to the non-disclosure and non-use obligations set forth above.

9. Upon written request by a Disclosing Party, each Receiving Party shall destroy all Proprietary Information provided by such requesting Disclosing Party, and destroy all documents or material in any tangible form that contain Proprietary Information of the requesting Disclosing Party and certify in writing its destruction to the requesting Disclosing Party. Receiving Party may retain one copy of each of the foregoing solely for the purpose of ensuring compliance with this Agreement.

10. This Agreement may not be assigned or transferred without prior written consent of the non-assigning parties. This Agreement is a confidential disclosure agreement and not a joint research agreement. This Agreement constitutes a complete statement of all of the arrangements between the parties

as of the Effective Date with respect to Proprietary Information disclosed hereunder, and supersedes all prior agreements and understandings between them with respect thereto. This Agreement shall not be construed as an obligation to enter into any subsequent relationship. No party shall claim any amendment from any provisions of this Agreement by mutual agreement, acknowledgment, or otherwise, unless such mutual agreement is in writing, signed by the authorized representatives of the parties hereto, and specifically states that it is an amendment to this Agreement.

11. This Agreement may be executed in one or more counterparts by the parties by signature of a person having authority to bind the party, each of which when executed and delivered by facsimile, electronic transmission or by mail delivery, will be an original and all of which shall constitute but one and the same Agreement.

The persons signing below represent that they have the authority to execute this Agreement on behalf of the party for whom they have signed.

WISYS TECHNOLOGY FOUNDATION, INC.

By: _____ Date: _____, _____
Appropriate WiSys representative, Title

COMPANY 1

By: _____ Date: _____, _____
Name and Title: _____

COMPANY 2

By: _____ Date: _____, _____
Name and Title: _____

The following signature block is to be used if _____ chooses to have the inventors of the Inventions receive and/or disclose Proprietary Information hereunder.

By my signature, I hereby signify that I have read this Confidential Disclosure Agreement and agree to be bound by its terms.

By: _____ Date: _____

Printed Name and Title: _____

By my signature, I hereby signify that I have read this Confidential Disclosure Agreement and agree to be bound by its terms.

By: _____ Date: _____

Printed Name and Title: _____

By my signature, I hereby signify that I have read this Confidential Disclosure Agreement and agree to be bound by its terms.

By: _____ Date: _____

Printed Name and Title: _____