**NON-DISCLOSURE AGREEMENT**

 **THIS AGREEMENT**, effective this XX Day of MONTH, YYYY (“Effective Date”)by and between **THE UNIVERESITY OF MISSISSIPPI,**  **DEPARTMENT NAME,** **("MISSISSIPPI")** having a principal address at **100 Barr Hall, University, Mississippi 38677** and **FULL NAME ("NAME")** having a principal address at **INSERT Street, City, State, Zip**.

**W I T N E S S E T H :**

 **WHEREAS, NAME** and **MISSISSIPPI** possess certain proprietary and technical information relating to **INSERT Subject Matter**, together with all portions of analyses, studies and other documents prepared by **MISSISSIPPI** or **NAME** for the benefit of the other (hereinafter referred to as the **“Subject Matter”**);

 **WHEREAS, NAME** and **MISSISSIPPI** are interested in receiving said proprietary and technical information from each other in order to evaluate said **Subject Matter**;

 **WHEREAS,** for the purpose of this Agreement, **NAME** and **MISSISSIPPI** are each a **“Discloser”** as to **"Confidential Information"** (as hereinafter defined) and are each a **"Receiver"** as to **Confidential Information** disclosed or provided to it under this Agreement;

 **NOW, THEREFORE,** in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. As used herein, **"Confidential Information"** shall mean any and all information, know-how and data concerning or relating to the **Subject Matter,** whether written, graphic or oral, as well as any samples or specimens furnished to **Receiver** by **Discloser** with the exception only of the following:

1. Information that is now in the public domain or which subsequently enters the public domain through no fault or omission on the part of **Receiver;**
2. Information that is presently known by **Receiver** from its own independent sources as evidenced by its written records;
3. Information received by **Receiver** from a third party having a legal right to disclose such information;
4. Information that is required by law, regulation or a court of law to be disclosed.

 Notwithstanding any provision to the contrary contained herein, it is recognized that **MISSISSIPPI** is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, §§25‑61‑1, et. seq., Miss. Code Ann. If a public records request is made for any Information provided to **MISSISSIPPI** pursuant to this agreement, **MISSISSIPPI** shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its **Confidential Information.** No Party to this agreement shall be liable to the other Party for disclosures of **Confidential Information** required by Court order or required by law.

1. All written information delivered by **Discloser** to **Receiver** pursuant to this Agreement shall be and remain **Discloser's** property and all such written information, and copies thereof, shall be promptly returned upon **Discloser's** request, or destroyed at **Discloser's** option. However, **Receiver** shall be entitled to retain one copy of all such written information in a secure location solely for the purpose of determining its obligations hereunder.
2. **Receiver** agrees that all **Confidential Information** will be maintained in confidence. In this regard, **Receiver** agrees to disclose **Confidential Information** only to those of its employees, co-workers or consultants who are directly concerned with the use of said information for the purpose specified above and shall take all necessary and reasonable precautions to prevent such **Confidential Information** from being disclosed to any unauthorized individual, entity, or organization. Upon disclosing **Confidential Information** to its colleagues**,** employees, co-workers, or consultants, **Receiver** shall advise them of the confidential nature thereof and shall take all necessary and reasonable precautions to prevent the unauthorized disclosure of such **Confidential Information.**
3. **Receiver** agrees not to use **Confidential Information** received hereunder for any purpose other than for the aforesaid purpose without first obtaining the express written consent of **Discloser.**
4. This Agreement shall be binding for a period of five (5) years from the Effective Date or five (5) years after the last date that a **Receiver** is given **Confidential Information** from a **Discloser**, whichever is later.
5. Nothing contained herein shall be construed as granting or implying any right to **Receiver** under any Letters Patent covering the **Subject Matter** or any right to use any information, know-how or data covered thereby.
6. Nothing in this Agreement shall be construed as representing any commitment by either party to enter into any license agreement.
7. This Agreement is a personal, indivisible, nontransferable agreement and may not be assigned or transferred in whole or in part and shall be interpreted, construed and enforced in accordance with the laws of the State of Mississippi.
8. Delivery of an executed counterpart of a signature page to this Agreement by e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.
9. **NAME** acknowledges that the individual executing this Agreement on behalf of the University of Mississippi is doing so only in his/her official capacity only, and to the extent that any provision contained in this Agreement/Contract exceeds his/her authority, **NAME** agrees that it will not look to that individual inhis/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.
10. This written Agreement embodies the entire understanding between the parties and supersedes and replaces any and all prior understandings, arrangements and agreements, whether oral or written, relating to the **Confidential Information.**

 **IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed effective as of the Effective Date.

|  |  |
| --- | --- |
| **PARTY FULL NAME** | **THE UNIVERSITY OF MISSISSIPPI** |
|  |  |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| DATE | DATE |
| Name: | PARTY SIGNEE NAME | Name: | Allyson M. Best |
| Title: | PARTY SIGNEE TITLE | Title: | Director, Office of Technology Commercialization Office of Research & Sponsored Programs |
|  |  |
| **Acknowledged (optional):** | **Acknowledged:** |
|  |  |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| DATE | DATE |
| Name: |  | Name: | UM WITNESS NAME |
| Title: |  | Title: | UM WITNESS TITLE |