

## MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Under the terms of this Agreement, [insert outside entity or individual here] (hereafter "[redacted]") is willing to mutually exchange technical information on Subject Technology with the University of North Carolina at Wilmington c/o [insert Dept or Unit] (collectively referred to as UNCW). Each party understands that the other considers its related information proprietary and valuable, and each is willing to make limited amounts of such information available to the other on the following terms:

1. For purposes of this Agreement, "Subject Technology" relates to:  
  
[insert description of subject matter or work here]
  2. For the purpose of this Agreement, "Proprietary or Confidential Information" shall mean technical or other information relating to the Subject Technology that:
    - (a) Originates from or is otherwise owned by the disclosing party or is within the knowledge of the disclosing party;
    - (b) Is currently protected against unrestricted disclosure to others; and
    - (c) Pertains to the Subject Technology.
  3. In consideration for the disclosure of Proprietary or Confidential Information and the mutual covenants contained herein, the receiving party agrees to:
    - (a) Hold Proprietary and Confidential Information in trust and confidence;
    - (b) Forbear from disclosing Proprietary and Confidential Information to any person or persons outside its company; and
    - (c) Refrain from using Proprietary and Confidential Information except for the purpose of evaluation without prior written approval of the disclosing party, and will exercise the same degree of care that the receiving party exercises in the protection of its own proprietary data.
- Proprietary or Confidential Information may, however, be disclosed to the U.S. Government in connection with a proposal if the information is marked with an appropriate protective legend in accordance with the Federal Acquisition Regulations with prior written permission from the disclosing party.
4. A recipient of information under this Agreement will have no obligation under this Agreement if such information is:
    - (a) In the public domain at the time of disclosure;
    - (b) Subsequently made available to the general public without restriction by the disclosing party;
    - (c) Known to the receiving party at the time of disclosure without restrictions on its use, or independently developed or at the development stage by the receiving party by personnel who had no direct or indirect access to information from the disclosing party and adequate documentation demonstrates either condition;
    - (d) Furnished by the disclosing party to the U.S. Government with unlimited rights, or
    - (e) Disclosed without restriction to the receiving party from a source other than the disclosing party.
  5. Proprietary Information made available in written form by one party to the other, will be marked "CONFIDENTIAL" or "PROPRIETARY INFORMATION", or an equivalent conspicuous legend. No sheet or page of any written material will be so labeled if it does not contain Proprietary Information. A recipient of information will have no obligation of confidentiality towards:
    - (a) any portion of any written material which is not properly labeled; or
    - (b) any information received orally unless stated to be proprietary information at the time of the disclosure and a written summary of such oral communication, specifically identifying the items of Proprietary Information, is furnished to the recipient within fifteen (15) business days.
  6. The recipient agrees to obligate, in writing, its employees and/or agents who have access to any portion of the Information to protect the confidential and proprietary nature of such Information pursuant to policies at least as

strict as those set forth and contained in this Agreement. UNCW designates [insert faculty member or individual designee] its authorized representative for the exchange of Proprietary Information. [other party] designates [insert other party's designee] or his/her representative as its authorized representative for the exchange of Proprietary Information. Each party reserves the right to change its designation of authorized representative and will notify the other party in writing of any change.

All notices and information shall be addressed to:

[insert UNCW contact info]  
Attn: \_\_\_\_\_  
University of North Carolina Wilmington  
601 South College Road  
\_\_\_\_\_  
Wilmington, NC 28403-

[insert other party's contact info]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. The receiving party shall make only as many copies of the disclosing party's Proprietary or Confidential Information as necessary in the performance of its activities under this Agreement. All copies shall be promptly returned to the disclosing party upon request or upon termination of this Agreement. One copy may be retained for archival purposes.
8. This Agreement shall expire three (3) years from the latest date affixed below. The Agreement may, however, be terminated at any time by either party upon thirty (30) days written notice to the other party. Upon such termination, each party shall cease any further use, for its own benefit or the benefit of others, of any Proprietary or Confidential Information received from the other party hereunder. The obligation to protect Proprietary Information recited above shall survive any expiration or termination for whatever cause.
9. Both parties agree that, for the term of this agreement and for a period of one (1) year from the termination of this Agreement, they will not, directly or indirectly, solicit for employment or hire any employee or independent contractor from each other or any of their subsidiaries or associated companies with whom they have had contact or who became known to them in connection with a possible Transaction or otherwise encourage any such person to terminate employment with the other party.
10. No rights or obligations other than those expressly recited herein shall be implied from this Agreement. No license is hereby granted, directly or indirectly, under any patent, trademark, copyright, or trade secret.
11. The validity and interpretation of this Agreement shall be governed by the laws of the State of North Carolina.
12. This Agreement becomes effective when both parties have signed below. This Agreement constitutes the entire understanding of the parties concerning Proprietary Information. Neither party shall be bound by any additional representations, conditions, or promises except for subsequent written amendments that are signed by the party to be bound.

[Name of Other Party Signator]

\_\_\_\_\_ Date \_\_\_\_\_  
BY:

**University of North Carolina Wilmington\***

\_\_\_\_\_ Date \_\_\_\_\_  
Dean Graduate School and Research

\*Document may only be signed by University representative with signature authority.

*[If you've shared this document with the other party, or you started with a form provided by the other party, and now wish to have the document reviewed and/or signed by a University official with signature authority, please forward the document in electronic format to the following office for review and/or signatures providing email addresses to those recipients requiring a signed copy:*

*Office of General Counsel  
[hoonr@uncw.edu](mailto:hoonr@uncw.edu)  
Robert R. Hoon 910.962.7886*

*The OGC will forward a pdf copy of the executed document to the individuals for whom you have provided email addresses. ]*