



Technology Commercialization & Knowledge Transfer
1524 N. High St.
Columbus, Ohio 43201

Phone: 614.247.6633
Fax: 614.292.8907
contracts@osu.edu

**THE OHIO STATE UNIVERSITY
MUTUAL NONDISCLOSURE AGREEMENT INSTRUCTIONS FOR COMPANY**

The following is OSU's standard Mutual Confidential / Nondisclosure Agreement (CDA or NDA). The purpose of sending you this document is to expedite the negotiation process.

Please see the following instructions:

1. If you find the terms of this agreement to be acceptable and do not require any changes to it, please insert the requested information in the necessary fields, sign the agreement in paragraph 11 and return an electronic copy to contracts@osu.edu.
2. Please be as specific as possible in regards to the "purpose" of the agreement in Section 1. Do not include overly generic descriptions, such as "all of OSU's research."
3. OSU does not require hard copies, but if you prefer to send a hard copy, the following is the appropriate mailing address:

The Ohio State University
Technology Commercialization & Knowledge Transfer
ATTN: Contracts
1524 N. High St.
Columbus, Ohio 43201

4. Once you return the form to OSU, the agreement will be signed by an authorized representative in the Technology Commercialization office. (**NOTE:** OSU employees are not authorized to sign agreements on their own behalf).
5. Once OSU has signed the agreement, OSU will send you an electronic copy of the fully executed agreement via email unless you notify OSU that you require hard copies.
6. In the event that you would like to request changes to this agreement, ***please fill out the fields below***, then request an unlocked copy by sending an e-mail to contracts@osu.edu, attaching this completed form, and type "Unlocked Copy for Changes to OSU MUTUAL CDA by Third Party" in the subject line. OSU will then return an unlocked document.



MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement ("Agreement"), effective as of _____ ("Effective Date"), is made and entered into by and between The Ohio State University ("University") and

("Company"). A party disclosing information is referred to as the "Discloser" and a party receiving information is referred to as the "Recipient."

University and Company agree to the following terms and conditions under which certain valuable confidential information owned or controlled by Company or University, or both (the "Confidential Information"), will be disclosed.

1. Recipient shall not use the Confidential Information disclosed by Discloser under this Agreement, except for the following purpose: to evaluate mutual business and/or research activities related to **the activities and research plans of the NSF I/UCRC Smart Vehicle Concepts Center.**
2. Nothing contained in this Agreement shall be construed as granting or implying any right or license to any party to use another party's intellectual property or to use any Confidential Information disclosed under this Agreement for any other purpose.
3. Recipient will use reasonable care to safeguard the confidentiality of the Confidential Information and will not provide any Confidential Information to third parties without Discloser's prior written consent. Recipient will permit its employees to have access to the Confidential Information only on a need-to-know basis, and then only on the basis of a clear understanding by these individuals of the obligations hereunder.
4. Recipient is under no obligation for any Confidential Information which:
 - a. it can demonstrate by written records was previously known to it;
 - b. is now, or becomes in the future, public knowledge other than through its own acts or omissions;
 - c. it independently develops by those not having access to the Confidential Information and which can be proven through verifiable records;
 - d. it lawfully obtains from sources independent of the Discloser; or
 - e. is required by applicable law, including the State of Ohio public records laws, to be disclosed.
5. This Agreement does not convey any license or other rights to any aspect of Discloser's Confidential Information, any patent, or other intellectual property right relating to Discloser's Confidential Information.
6. This Agreement contains the entire understanding between the parties relating to the subject matter herein, and supersedes all prior and collateral communication and understandings between the parties relating thereto. No modification or waiver of any provision of this Agreement shall be binding unless in writing and signed by authorized representatives of both parties.
7. This Agreement shall remain effective for three (3) years from the Effective Date. All obligations of Recipient with respect to the use and disclosure of Confidential Information hereunder shall terminate three (3) years from the Effective Date.

8. Upon written request by Discloser, Recipient will discontinue using and return all Confidential Information and copies of Confidential Information within thirty (30) days of receipt of such written request.
9. The parties designate the following employees to be the initial recipients of any Confidential Information provided:

University Employee

Name: _____

Address: _____

Phone: _____

Email: _____

Company Contact

Name: _____

Address: _____

Phone: _____

Email: _____

10. Neither party will disclose or provide to any employee or agent of the other party any information subject to the licensing provisions of the International Traffic In Arms Regulations (ITAR) under 22 CFR §§ 120-130, or the Export Administration Regulations (EAR) under 15 CFR §§ 730- 774, without the prior written notice to and advance approval by an authorized representative of such other party.
11. This Agreement may be executed in one or more counterparts including signing a facsimile or scanned electronic version. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument. The undersigned warrant their authority to bind their respective organizations to this contract.

The Ohio State University

By: _____

Print Name: Erin Bender

Title: Sr. Licensing Associate

Date: _____

<<Insert Company Name>>

By: _____

Print Name: _____

Title: _____

Date: _____