In order to protect certain Confidential Information which may be exchanged between Northern Illinois University ("NIU") and ("Participating Entity"), the parties to this Agreement hereby agree as follows:

1. The parties’ representatives for disclosing or receiving Confidential Information are:
   NIU (name and contact information):
   _____________________________________________________________________________
   Participating Entity (name and contact information):
   _____________________________________________________________________________

2. The Confidential Information to be disclosed under this Agreement is described as:
   _____________________________________________________________________________
   _____________________________________________________________________________
   _____________________________________________________________________________

3. A party receiving Confidential Information under this Agreement ("Recipient") will use the Confidential Information from the disclosing party ("Discloser") only for the purpose of:
   _____________________________________________________________________________
   _____________________________________________________________________________
   _____________________________________________________________________________

4. This Agreement controls only Confidential Information that is disclosed from the dates through ____________ and ____________

5. This Agreement shall remain effective for three (3) years from the date of the last signing of this Agreement. Both NIU and Participating Entity reserve the right to terminate this Agreement upon thirty (30) days written notice.

6. A Recipient will have a duty to protect only that Confidential Information that is (a) disclosed by the Discloser in writing and is marked as “confidential” at the time of disclosure, or that is (b) disclosed by the Discloser in any other manner, is identified as confidential at the time of disclosure and is also summarized and designated as confidential in a writing delivered to Recipient contact named in Paragraph 1 above within thirty (30) days of the disclosure.

7. The Recipient shall exercise the same degree of care to protect Discloser’s Confidential Information that it exercises to protect its own Confidential Information and in any event such care shall at least be reasonable care to prevent disclosure of Discloser’s Confidential Information to any third party. Internal dissemination of Discloser’s Confidential Information by the Recipient shall be limited to those employees, agents, representatives, consultants, or affiliates whose duties justify the need to know such information and then only on the basis of a clear understanding and agreement by these individuals of their obligation (a) to maintain the Confidential status of such information and (b) to restrict the use of such information solely to the use specified in Paragraph 3 of this Agreement.

8. A Recipient of tangible products or materials constituting Confidential Information agrees not to analyze or have a third party analyze any such tangible products or materials without prior written permission of Discloser.

9. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that (a) was in the Recipient’s possession before the receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of
confidentiality on the third party; (e) is independently developed by the Recipient; or (f) is available to the public under operation of Law.

10. Upon the termination of this Agreement, Discloser may request in writing that Recipient discontinue using and return all Confidential Information and copies of Confidential Information within thirty (30) days of receiving such a request from Discloser. Recipient will discontinue using and return all Confidential Information and copies of Confidential Information except that Recipient may retain, in the office of its legal counsel, one copy of written information for record purposes only. The three (3) year confidentiality requirement shall survive the termination of this Agreement.

11. Each Discloser warrants that it has the right to make disclosures under this Agreement.

12. Neither party does, by virtue of disclosure of the Confidential Information, grant, either expressly or by implication, any right or license to any patent, trade secret, invention, trademark, copyright, or other intellectual property right.

13. Products, services, and/or technical data provided or disclosed in performance of this Agreement may be subject to required and continuing U.S. Government approvals, clearances, regulations, and export/import and re-export requirements, including the U.S. Department of State International Traffic In Arms Regulations (Title22, CFR Parts 120-130), the U.S. Department of Commerce Export Administration Regulations (Title 15, CFR 730-774), and any other U.S. Government regulation applicable to the export/import, re-export, or disclosure of such controlled technical data (or the products thereof) to Foreign Nationals. Parties acknowledge and agree to comply with all such U.S. regulations regarding export/import, re-export, or disclosure and will obtain any and all such registrations, licenses, agreements, approvals and/or certifications, as may be required by regulations for the export of the products, services, and/or technical data being provided under this Agreement before initiating performance.

14. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

15. All additions and modifications to this Agreement must be made in writing and must be executed by both parties.

16. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

Participating Entity Name

NORTHERN ILLINOIS UNIVERSITY

Address

Lesley Rigg
Title: Vice President for Research and Innovation Partnerships

City, State, Zip Code

Authorized Signature Date

Acknowledged by NIU’s representative for Disclosing or Receiving Confidential Information.

Printed Name

Signature Date