



CAMTECH I/UCRC NON-DISCLOSURE AGREEMENT

This Agreement is effective as of the date of the last signature to this Agreement (“Effective Date”) and is by and between Iowa State University of Science and Technology, located at 1138 Pearson Hall, Ames, Iowa 50011, and The University of Kentucky, located at 144 ASTeCC Building, Lexington, KY 40506, together (“University”) and [\[insert company names and address\]](#) (“Company”); (Company and University each a “Party” and together the “Parties”).

WHEREAS, **University and Company**, through its membership in the Center for Arthropod Management Technologies (CAMTECH) Industry-University Cooperative Research Center administered by the Iowa State University Department of Entomology (“IUCRC”), are interested in furthering the research funded by the IUCRC members (“Purpose of Disclosure”) that may require University to disclose proprietary and confidential information concerning research activities of the IUCRC.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. “Confidential Information” shall mean any and all information, know-how or data disclosed or provided by University to Company about the research activities of the IUCRC, whether disclosed or provided in oral, written, graphic, photographic, electronic or any other form except for information:
 - a. that is or becomes generally known or available to the public without breach of this Agreement;
 - b. that is known to Company at the time of disclosure, as evidenced by written records of Company;
 - c. that is independently developed by Company, as evidenced by written records of Company; or
 - d. that is disclosed to Company in good faith by a third party who has an independent right to such subject matter and information.
2. Should Company be required by law to disclose Confidential Information, Company shall immediately inform University in writing and cooperate with University in responding to such requirement in a manner that maintains the confidentiality of Confidential Information to the maximum extent possible.
3. Company shall hold in confidence and not disclose any and all Confidential Information to any third party, and shall use Confidential Information solely for the Purpose of Disclosure. Company shall have the right to disclose Confidential Information to employees or agents of its organization (“Representatives”) provided that Company causes such Representatives to be bound to the terms of this Agreement.
4. Unless otherwise specified in writing, all Confidential Information remains University’s property. Upon request of University, Company shall return or destroy all Confidential Information received from University, except for one copy, which Company may keep solely to monitor its obligations under this Agreement.
5. This Agreement shall remain in effect as long as the company is a fee paying member of the IUCRC.



6. All Confidential Information shall be held confidential by Company for three (3) years after such information is disclosed to Company.
7. Nothing contained in this Agreement shall be construed as an obligation to enter into any further agreement concerning the Project or Confidential Information, or as a grant of a license to the Confidential Information or to any patent or patent application existing now or in the future.
8. Company shall have no right to use University's name, trademarks or trade names in any communications, including website content, without University's prior written consent.
9. This Agreement shall be the entire understanding between the Parties with respect to the subject matter hereto and shall supersede all prior written or non-written agreements.
10. This Agreement shall remain in effect as long as the Company remains a member of the IUCRC.
11. Facsimile or pdf copies will be accepted by both parties as originals.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives.

Iowa State University of Science and Technology

By: _____/_____	_____/_____		
Name: Lynne Mumm	Date	Name: Bryony Bonning	Date
Title: Senior Negotiator - OIPTT		Title: Director, CAMTECH	

The University of Kentucky

By: _____/_____	_____/_____		
Name:	Date	Name:	Date
Title:		Title:	

Company

Authorized Company Official:

By: _____/_____

Name: _____ Date _____

Title: _____