

CAMTECH I/UCRC CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is by and between:

University of Florida (UF) and University of Kentucky (individually a “COLLABORATING UNIVERSITY” and together “COLLABORATING UNIVERSITIES”);

And the company identified in Schedule A (“COMPANY”), and is effective as of the date signed by COMPANY in Schedule A (“Effective Date”).

WHEREAS, the Industry University Cooperative Research Center for Arthropod Management Technologies (CAMTech) (“CENTER”) intends to maintain a mechanism whereby the CENTER environment can be used to perform research for the CENTER at COLLABORATING UNIVERSITIES.

WHEREAS, COMPANY, through its membership in the CENTER, and COLLABORATING UNIVERSITIES are interested in furthering the research funded by the CENTER members (“Purpose of Disclosure”) that may require COLLABORATING UNIVERSITIES to disclose proprietary and confidential information concerning research activities of the CENTER.

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 a COLLABORATING UNIVERSITY (“PROVIDER”) to COMPANY about the research activities of the CENTER, 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 PROVIDER in writing and cooperate with PROVIDER in responding to such requirement.
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 shall remain PROVIDER’s property. Upon request of the PROVIDER, COMPANY shall return or destroy all Confidential Information received from PROVIDER, except for one copy, which COMPANY may keep solely to monitor its obligations under this Agreement.

5. Additional universities authorized by UF may be added as COLLABORATING UNIVERSITIES to this Confidentiality Agreement upon execution of the Instrument of Adherence attached hereto as Schedule B. COMPANY will have 60 days to terminate that Confidentiality Agreement and leave the CENTER if it does not agree to the inclusion of the additional COLLABORATING UNIVERSITY, otherwise COMPANY is deemed to have entered into this Confidentiality Agreement with the new COLLABORATING UNIVERSITY as of the date of the Instrument of Adherence for that COLLABORATING UNIVERSITY.
6. This Agreement shall remain in effect as long as the COMPANY is a fee paying member of the CENTER.
7. All Confidential Information shall be held confidential by COMPANY for three (3) years after such information is disclosed to COMPANY. This clause survives termination of the Confidentiality Agreement.
8. Nothing contained in this Agreement shall be construed as an obligation to enter into any further agreement concerning the Purpose of Disclosure 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.
9. COMPANY shall have no right to use COLLABORATING UNIVERSITIES name, trademarks or trade names in any communications, including website content, without the owners' prior written consent.
10. Facsimile or pdf copies will be accepted by both parties as originals.

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

University of Florida

<p>By: Alyssa Hartle <small>Digitally signed by Alyssa Hartle DN: cn=Alyssa Hartle, o=University of Florida, ou=Division of Sponsored Programs, email=ahartle@ufl.edu, c=US Date: 2017.12.13 14:41:42 -05'00'</small> _____</p> <p>Name: _____ Date _____</p> <p>Title: _____</p>	<p style="text-align: center;">Read and Acknowledged</p> <p>Bryony Bonning <small>Digitally signed by Bryony Bonning Date: 2017.12.08 14:32:36 -05'00'</small> _____</p> <p>Name: Bryony Bonning Date _____</p> <p>Title: Director, CAMTech</p>
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The University of Kentucky

<p>By: Ian McClure <small>Digitally signed by Ian McClure DN: cn=Ian McClure, o=University of Kentucky, ou=Office of Technology Commercialization, email=ian.mcclure@uky.edu, c=US Date: 2017.12.07 15:27:53 -05'00'</small> _____</p> <p>Name: Ian McClure Date 12/7/17</p> <p>Title: Director, Office of Technology Commercialization</p>	<p style="text-align: center;">Read and Acknowledged</p> <p>S.R.Palli <small>Digitally signed by S.R.Palli DN: cn=S.R.Palli, o=University of Kentucky, ou=Entomology, email=rpalli@uky.edu, c=US Date: 2017.12.07 16:20:02 -05'00'</small> _____</p> <p>Name: Subba Reddy Palli Date 12/7/17</p> <p>Title: Site Director, CAMTech</p>
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Schedule A

Reference is made to the CAMTech Confidentiality Agreement between University of Florida (“UF”) and University of Kentucky Research Foundation; and COMPANY members of the CENTER (the “Confidentiality Agreement”).

Capitalized terms using herein and not otherwise defined have the respective meanings assigned in the Confidentiality Agreement.

The undersigned hereby agrees to the terms and conditions of the Confidentiality Agreement and to the designation of the undersigned as a COMPANY thereunder as of the Effective Date specified below.

This Schedule A may be executed in any number of counterparts and by any party on separate counterpart, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

< Insert Company Name >

Address:

Authorized Company Official:

By: _____/_____

Name: _____

Title:

Effective Date:

Contact information for administrative matters:

Schedule B

Instrument of Adherence (Additional COLLABORATING UNIVERISTY)

Reference is made to the CAMTech IUCRC Confidentiality Agreement between University of Florida (“UF”) and University of Kentucky Research Foundation: and COMPANY members of the CENTER (the “Confidentiality Agreement”).

Capitalized terms using herein and not otherwise defined have the respective meanings assigned in the Confidentiality Agreement.

The undersigned hereby agrees to the terms and conditions of the Confidentiality Agreement and to the designation of the undersigned as a COLLABORATING UNIVERSITY thereunder as of the Adherence Effective Date specified below.

This Instrument of Adherence may be executed in any number of counterparts and by any party on separate counterpart, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

< Insert University Name >

< Official Address >

Authorized Official:

By: _____/_____

Name: _____

Title:

Adherence Effective Date: _____

Contact information for administrative matters: