



Pennsylvania NanoMaterials Commercialization Center MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement") is made and entered into to be effective as of Enter Date Here. ("Effective Date") by and between the Pennsylvania NanoMaterials Commercialization Center, located at 2000 Technology Drive, Pittsburgh, PA 15219-3110 ("**PANCC**"), and INSERT Company Name ("**Company**") with its principal office located at INSERT Company Address. PANCC and **COMPANY** may be referred to herein individually as a "**Party**", and collectively as the "**Parties**").

PREAMBLE

Company has submitted a proposal to PANCC for a grant. The Parties may enter into a subrecipient agreement. Regardless of whether PANCC awards Company a subgrant, this agreement shall cover the review process and any future contractual obligations. In connection with the Transaction, each of the Parties may have access to certain confidential information of the other, and the Parties desire to enter into this Agreement to limit disclosure of such information. Therefore, the Parties agree as follows with the intent to be legally bound:

AGREEMENT

1. Confidential Information. As used in this Agreement, the "**Confidential Information**" of a Party shall mean all information concerning or related to the business, technology, operations, financial condition or prospects of such Party, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and shall specifically include, but not be limited to, (a) all information regarding the officers, directors, employees, equity holders, customers, suppliers, distributors, sales representatives and licensees of such Party, in each case whether present or prospective, (b) all inventions, discoveries, trade secrets, processes, techniques, methods, ideas and know-how of such Party, (c) all financial statements, audit reports, budgets and business plans or forecasts of such Party, (d) all information concerning or related to the Transaction and (e) any analyses, compilations, studies or other documents or records prepared by any Party which contain or otherwise reflect or are generated from such Confidential Information. Confidential Information shall not include (i) information which is independently developed by a Party without the use or reference to the Confidential Information of the other Party; (ii) information that was in the receiving Party's lawful possession prior to the Effective Date; (iii) is or becomes available to the public through no fault of the receiving Party; or (iv) is disclosed by the receiving Party with the disclosing Party's prior written approval. The Parties shall use any such Confidential Information of the other Party solely for the purpose of performing its obligations in connection with the Transaction.
2. Nondisclosure of Confidential Information. Each Party agrees that it will not, without the prior written consent of the other Party, disclose any Confidential Information of the other Party, and shall help protect the unauthorized disclosure of such Confidential Information of the other Party by using the same degree of care that it uses to protect its own Confidential Information of like nature, but no less than is commercially reasonable.

3. Restrictions on Use of Confidential Information. PANCC shall not (i) reverse engineer any Confidential Information of Company or any of its products related to the Confidential Information and/or (ii) analyze, utilize analysis tools or methods for the purpose of reverse engineering or determining or attempting to determine composition, formulas or processes or other matters related to or concerning any information or any products related to such Confidential Information.
4. Return of Confidential Information. Promptly after the written request of any Party, the other Party shall return to the requesting Party all Confidential Information of the requesting Party previously provided to such Party.
5. Term. The obligations of confidentiality by both parties shall continue for a period of five (5) years from the Effective Date.
6. Miscellaneous.
 - a. Amendments. This Agreement may be amended only by a writing signed by each of the Parties, and any such amendment shall be effective only to the extent specifically set forth in such writing.
 - b. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions.
 - c. Equitable Relief. The Parties acknowledge and agree that each would be irreparably damaged in the event that any of the provisions of this Agreement are not performed by the other in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each Party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by the others and shall have the right to specifically enforce this Agreement and the terms and provisions hereof against the other in addition to any other remedy to which such aggrieved Party may be entitled at law or in equity.
 - d. Governing Law. This Agreement shall be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the laws of such Commonwealth.
 - e. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
 - f. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and their respective heirs, successors and permitted assigns.

