MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date") between the University of Washington, an institution of higher education and an agency of the State of Washington, having its principal campus located in Seattle, Washington ("UW"), and **[COMPANY NAME],** a [for-profit/nonprofit corporation organized under the laws of the State of **[XXXX   ] -OR-** [a governmental agency of/in the State of **[XXXX   ]** having [its principal place of business] **-OR-** [a place of business] located in [city, state] ("Company").

WHEREAS, the parties desire to share certain Confidential Information relating to [*describe with a reasonable degree of specificity the nature and form of the Confidential Information*], a field of common interest, for the purpose of [*describe with a reasonable degree of specificity the purpose for which UW will use the confidential information*] ("Authorized Use"); and

WHEREAS, the disclosure of Confidential Information will be carried out under the direction and supervision of Dr. [UW INVESTIGATOR NAME], a faculty member in the UW's Department of [UW DEPT./UNIT NAME] ("UW Investigator");

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereby agree as follows:

1.   Definitions. For purposes of this Agreement, the following definitions apply: "Confidential Information" means nonpublic information in written, graphic, electronic, oral or other tangible form (including without limitation data, algorithms, formulae, techniques, improvements, technical drawings, computer software and materials) owned or controlled by a party to this Agreement. "Disclosing Party" means a party disclosing and "Receiving Party" means a party receiving Confidential Information under this Agreement.

2.   Nondisclosure and Nonuse of Confidential Information. The Receiving Party, on behalf of itself, its affiliates, employees, and agents, agrees to:
   i.   make no unauthorized disclosure of Confidential Information;
   ii.   make no use other than an Authorized Use of the Confidential Information;
   iii. take reasonable measures to prevent any unauthorized disclosure or use of Confidential Information;
   iv.   limit access to Confidential Information to its affiliates, employees, and agents having a need to know in connection with the purposes of this Agreement;
   v.   use reasonable efforts to ensure that anyone receiving or having access to Confidential Information understands its confidential nature and agrees not to make any unauthorized disclosure or use thereof; and
   vi.   employ no less than the same measures to protect Confidential Information that it uses to protect its own valuable information.

3.   Exceptions to Confidentiality and Nonuse. Notwithstanding any other provisions of this Agreement to the contrary, a Receiving Party shall be free from any obligations of confidentiality and nonuse hereunder regarding any information which:
   i.   is already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure;
   ii.   is or becomes generally available to the public or otherwise part of the public domain;
   iii. is subsequently lawfully disclosed to the Receiving Party by a third party;
   iv.   is independently developed by the Receiving Party, as documented by written evidence;
   v.   is approved for release, in writing, by the Disclosing Party; or
   vi.   is disclosed as required by applicable law (including, with respect to the UW, pursuant to the Washington State Public Records Act, RCW Chapter 42.56)

4.   Identification of Confidential Information. The Disclosing Party will take reasonable measures to mark and identify all Confidential Information as confidential. Confidential Information disclosed in oral form will be identified as

such by the Disclosing Party to the Receiving Party in writing within thirty (30) days of any such disclosure. At the Disclosing Party's request, Receiving Party will promptly return or destroy the Confidential Information: however, Receiving Party may retain a copy of the Confidential Information in its legal or contracts department for evidentiary purposes; and latent information (such as deleted files and other data generally considered inaccessible without the use of specialized tools or techniques) will not be included in the requirement for return or destruction.

5.   Retention of Rights. As between the parties, all Confidential Information belonging to the Disclosing Party at the time of disclosure will remain the property of the Disclosing Party. This agreement will not be construed to effect any transfer of a right or license to the Disclosing Party's intellectual property except to the limited extent necessary for the Authorized Use.

6.   Term and Termination; Termination of Obligation. This Agreement will begin on the Effective Date and end one (1) year after the Effective Date. Either party may terminate this Agreement upon ten (10) business days' written notice to the other party. Unless otherwise mutually agreed to in writing, the obligations regarding nondisclosure, protection and nonuse of Confidential Information set forth in this Agreement will, in any event, end five (5) years after disclosure of Confidential Information.

7.   Regulated Information. Neither party shall transfer to the other any export-controlled materials, or any information subject to Regulation (EU) 2016/679 (the General Data Protection Regulation) without first obtaining the Receiving Party's written consent for the transmission of same.

8.   Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and enforced according to the laws of the State of Washington and the United States.

[Signature Page Follows]

University of Washington
Office of Sponsored Programs - Authorized Signature

By: _____

Print Name:_____

Title:_____

Date:_____

[Company Name]

By:_____

Print Name:_____

Title:_____

Date:_____

READ AND ACKNOWLEDGED:

UW Investigator

By:_____

Print Name:_____

Title:_____

Date:_____

Company Representative

By:_____

Print Name:_____

Title:_____

Date:_____