

## MULTI-PARTY NDA

### *Multilateral NDA*

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the “Effective Date”. It includes the following parties: \_\_\_\_\_ “Party A,” \_\_\_\_\_ “Party B,” \_\_\_\_\_ and “Party C.”

NOW, THEREFORE, the Parties, intending to be legally bound at this moment, agree as follows:

1. The Parties shall treat and maintain the Confidential Information in the strictest confidence and, at a minimum, will take reasonable precautions, by procedures that each Party follows from time to time concerning its own confidential information, to prevent disclosure, directly or indirectly.
2. The Parties will not use the Confidential Information except for the Purpose contemplated by this Agreement.
3. The Parties’ obligations as expressed in Sections 1 and 2 above shall not apply to: (a) any information known to or received by a Party prior to the Effective Date, as demonstrated by written records of said Party; (b) any information lawfully obtained, subsequent to Effective Date of this Agreement, by a Party from a third party not under an obligation of confidentiality to the disclosing Party; (c) any information that is in the public domain at the date of the disclosure or thereafter enters the public domain (but this exception applies only after the release of the information into the public domain) without the receiving Party’s breach of any obligation to the disclosing Party; (d) any information that is independently developed by a receiving Party without use of, benefit of, knowledge of, or reference to the disclosing Party’s Confidential Information, as demonstrated by written records of the receiving Party; and (e) any information that is required by law, court order or government regulation to be disclosed. If a disclosure is required under Section (e) above, and if legally permitted to do so, receiving Party shall, as soon as possible, give written notice of such requirement to the disclosing Party to allow the disclosing Party reasonable opportunity to seek a protective order or its equivalent and receiving Party shall make a reasonable effort to obtain a protective

order and/or maintain the confidential nature of the Confidential Information.

4. This Agreement grants no copyright, trademark, trade secret, patent rights, or licenses, express or implied. The disclosure of Confidential Information does not result in any obligation to grant any such right in and to the Confidential Information.

5. Each Party's obligations of confidentiality as set forth herein shall continue for a period of one year from the date of each disclosure of Confidential Information by a disclosing Party to a receiving Party.

6. Confidential Information is provided "as is." The Parties, including their agents and/or employees, make no warranty or condition of any kind, express, implied, or otherwise, concerning the accuracy, completeness, or performance of the Confidential Information. The Parties, including their agents and/or employees, make no representation or warranty that using the Confidential Information will not infringe any patent or other proprietary right.

7. No Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Parties. This includes mergers and acquisitions of any party(s) businesses.

8. This Agreement may only be amended by the mutual written consent of authorized representatives of all Parties.

9. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement.

10. This Agreement, together with all attachments and exhibits, represents the entire understanding of the Parties concerning the subject matter hereof. In the event of any inconsistency between the terms of this Agreement and the Parties' understanding, the terms of this Agreement shall govern. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall be one document binding on all the Parties, even though each Party may have signed different counterparts. This Agreement shall also be considered executed by the Parties upon receipt by University by electronic or facsimile transmission of the partners signed by all

the Parties. Any party that 4 delivers a signature page by electronic or facsimile transmission shall have an original counterpart to the other party upon request.

IN WITNESS WHEREOF, the Parties represent and warrant that each has the authority to bind the party to this Agreement and hereto have executed this Agreement as of the date indicated above.

\_\_\_\_\_  
Signature  
*For*  
Party A

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
*For*  
Party B

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
*For*  
Party C

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date