



MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is effective on the Effective Date by and between Villanova University in the State of Pennsylvania, 800 Lancaster Avenue; Villanova, PA 19085 ("Villanova") and Company (defined below). Villanova and Company are each a "Party," and collectively, the "Parties".

Form with fields for Effective Date, Company, Company Address, and Purpose (checkboxes for Evaluation of product or service, Evaluation of potential business opportunity, Evaluation of potential research or collaboration, Other (Describe)).

In consideration of the foregoing premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows.

1. Definitions.

a. Confidential Information. Any and all information relating to a Party or its affiliates, or their respective businesses relating to such Party's business practices, proprietary operational methods, business relationships, financial data and information, pricing and cost of services or products, business or marketing, promotions, communications or public relations plans, information technology, security, research, proposals, strategies, prospects, forecasts or predictive models, or any other information that could be considered by a Party to be of a confidential or proprietary nature, regardless of whether provided prior to or subsequent to the execution of this Agreement, and whether it is of commercial value to any person or entity, which is in written (electronic or otherwise) form and clearly marked "CONFIDENTIAL", or, in the case of information initially disclosed orally, designated orally as confidential and subsequently promptly (within 48 hours of initial disclosure unless circumstances reasonably require a longer period) reduced to writing and designated as confidential in writing. Confidential Information does not include information that is or was (i) a part of the public domain or is or becomes publicly available without breach hereof by the Receiving Party; (ii) lawfully acquired by the Receiving Party from a source not known by the Receiving Party to be under any obligation to the Disclosing Party regarding disclosure of such information; (iii) can be shown by written record to have been known to the Receiving Party prior to disclosure by the Disclosing Party; or (iv) developed by or on behalf of the Receiving Party or its Representatives without use of Confidential Information. Attached hereto as Attachment 1 is a form for reducing to writing and designating as confidential Confidential Information that is subject to the terms and conditions of this Agreement and that is initially disclosed orally.

b. Disclosing Party. The party providing access to or disclosing (directly or indirectly) Confidential Information.

c. Receiving Party. The party accessing or receiving Confidential Information.

d. Representatives. Officers, directors, trustees, shareholders, members, partners, managers, employees, agents, affiliates (only to the extent such affiliates receive Confidential Information) or advisors (including, without limitation, attorneys, accountants, consultants, and financial advisors) or any representatives of the foregoing.

2. Non-Disclosure & Limited Use.

a. The Receiving Party will use Confidential Information solely for the Purpose and for no other purpose. Except for disclosures to and use by its Representatives to the extent necessary for such Purpose, the Receiving Party will not, and will not cause or permit its Representatives to, at any time to copy, distribute, disclose or provide access to any Confidential Information to any person or entity.

b. The Receiving Party will safeguard all Confidential Information consistent with applicable industry standards and a commercially reasonable degree of care.

c. The Receiving Party and its Representatives will not transmit, store or disclose any Confidential Information outside the United States without the prior written approval of the Disclosing Party in each case.

d. The Receiving Party will limit access to the Confidential Information solely to its Representatives who have a need to know in order to assist the Receiving Party in the Purpose, and who are directed by the Receiving Party to comply with, and are legally obligated to comply with, the confidentiality obligations of this Agreement. The Receiving Party will fully inform all such persons of the terms of this Agreement. The Receiving Party is and shall be responsible for the compliance of all such persons with the confidentiality provisions contained herein and assumes any liability arising from or out of their non-compliance therewith (other than liability arising from the actions of any of the Receiving Party's Representatives that have entered into a separate confidentiality agreement with the Disclosing Party).

e. Upon written request by the Disclosing Party, the Receiving Party shall either return to the Disclosing Party or destroy any and all Confidential Information disclosed to the Receiving Party that is written or electronically stored or recorded (including all copies, extracts or other reproductions, regardless of the media) which is then in the Receiving Party's possession (including the possession of its agents) or under its control, or which the Receiving Party can reasonably obtain. The election to return or destroy Confidential Information shall be made at the Receiving Party's sole discretion provided at least one option is chosen. In the event Confidential Information is destroyed, a duly authorized representative of the Receiving Party shall confirm such destruction to the Disclosing Party in writing.

f. In the event the Receiving Party is required under any applicable law, regulation, legal process (including by depositions, interrogatories, civil investigative demand subpoena, discovery or information request or legal, administrative, judicial or governmental order or similar process) to disclose any of the Confidential Information, the Receiving Party will, unless legally prohibited, notify the Disclosing Party of such fact as promptly as practicable, afford the Disclosing Party the opportunity to contest such proceeding, and reasonably cooperate with the Disclosing Party with respect to any such contest (at the sole expense of the Disclosing Party).

g. Both parties hereto will not, and will direct their respective Representatives not to, without the prior written consent of the other party hereto, disclose to any person the fact that the Confidential Information has been made available to the Receiving Party or that discussions or negotiations are taking or have taken place concerning the Purpose.

3. **Ownership.** The Receiving Party acknowledges and agrees that the Confidential Information and all intellectual property and other rights therein are proprietary information and property owned the Disclosing Party, and the Receiving Party does not have, and nothing herein shall be construed to imply, any claim, right, title, property or other interest or license of any kind or nature in and to the Confidential Information or intellectual property and other rights therein.

4. **Term.** This Agreement shall be effective on the Effective Date, and shall remain in full force and effect until terminated by one party by providing at least thirty days' prior written notice to the other party; provided, however, that the obligations of the Receiving Party pursuant to Section 2 above shall remain in effect for a period of two years from the date of termination of this Agreement; provided, further, that any personally identifiable information, trade secrets, or financial information disclosed hereunder shall remain subject to the obligations pursuant to Section 2 until such time as such information is in the public domain or is publicly available without breach hereof by the Receiving Party.

5. **Injunctive Relief.** The Receiving Party understands and acknowledges that the unauthorized use of Confidential Information or the disclosure of Confidential Information by the Receiving Party may cause serious, irreparable and substantial harm to the businesses and interests of the Disclosing Party, the extent of which, if incurred, will be difficult to determine and impossible to fully remedy by an action at law for money damages. Accordingly, both parties agree that, in the event of such unauthorized use or disclosure or threatened use or disclosure by the Receiving Party of Confidential Information, the Disclosing Party shall be entitled to seek from a court of competent jurisdiction a temporary restraining order, preliminary and permanent injunctions and such other equitable relief as may be necessary to protect the interest of the Disclosing Party hereunder, without the necessity of posting a bond or proving actual or irreparable damages by reason of the use or disclosure or threatened use or disclosure, and both Parties hereby expressly waive any right to challenge the rights of the Disclosing Party to obtain such equitable relief on the grounds that the Disclosing Party has not posted a bond or proved actual or irreparable damages by reason of the use or disclosure or threatened use or disclosure. If the Disclosing Party is required to enforce the provisions of this Agreement by seeking and obtaining a restraining order or an injunction and the Disclosing Party is granted such relief, the Receiving Party agrees that it shall reimburse the Disclosing Party upon demand for costs incurred (including, without limitation, reasonable attorney's fees) by the Disclosing Party in obtaining such relief. The equitable relief provided for herein shall be in addition to all such other legal and equitable remedies that may be available to the non-breaching party.

6. **Business Activities of the Parties; No Obligation.** Nothing in this Agreement shall prevent a Receiving Party from engaging in any business, which is similar to or competitive with the business of the Disclosing Party or from independently

developing any information, data, technology, inventions, discoveries or other materials without reference to the Confidential Information. Both parties acknowledge and agree that neither party will have any obligation to the other party other than those obligations set forth in this Agreement unless and until the Parties enter into a separate agreement regarding such obligations. Neither party will have any liability or obligation to the other for expenses incurred in connection with the Purpose or otherwise in the event that the parties do not for any reason enter into an agreement relating to the Purpose, and either party may terminate all discussions and/or negotiations concerning the contemplated transaction(s) at any time and for any reason.

7. **No Partnership; Communications.** Nothing herein shall constitute or be construed to create an agency, partnership or joint venture relationship between the parties. . Neither Party shall use the name, logos, trademarks or trade names of the other Party, whether registered or not, in publicity releases, advertising or email communications or in any other manner, including customer lists, without securing the prior written approval of such Party in each case.

8. **No Warranties; Liability.** Neither the Disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Receiving Party hereunder. Neither the Disclosing Party nor any of its Representatives shall be liable to any party in connection with the Receiving Party's use of any of the Confidential Information or any errors therein or omissions therefrom. Neither Party shall be liable to the other party for incidental, special or consequential damages.

9. **No Implied Waiver.** Neither the failure nor the delay on the part of the Disclosing Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or other right, remedy, power or privilege. No waiver of any right, remedy, power or privilege with respect to any occurrence shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver, and no such waiver shall be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

10. **Severability.** In the event any term, covenant or provision of this Agreement shall be declared prohibited, invalid, or unenforceable to any extent by a court of competent jurisdiction, such term, covenant or provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability in that jurisdiction, without invalidating or rendering unenforceable the remaining provisions or affecting the validity of any term, covenant or provision of this Agreement in any other jurisdiction.

11. **Successors & Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns provided, however, that Receiving Party may not assign its rights or interests herein or delegate its duties hereunder without the prior written consent of Disclosing Party, and any such assignment or attempted assignment or delegation shall be void and of no effect.

12. **Completeness & Modification.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements or understandings, negotiations, proposals and other representations that may exist or have existed in relation to such subject matter. No waiver or modification of this Agreement shall be valid unless made in writing and signed by the parties hereto. No covenant, representation or condition not otherwise expressed in this Agreement shall replace, modify, interpret, change or restrict the express provisions of this Agreement. The captions or section headings used in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

13. **Governing Law.** This Agreement, the rights and obligations of the parties hereunder and all other matters or claims arising out of or related to this Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law rules.

The parties have executed and delivered this Agreement as of the Effective Date.

VILLANOVA UNIVERSITY

Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



ATTACHMENT 1

DESIGNATION FOR CONFIDENTIAL INFORMATION DISCLOSED ORALLY
 PURSUANT TO THE MUTUAL NON-DISCLOSURE AGREEMENT
 BETWEEN VILLANOVA UNIVERSITY AND COMPANY (Effective _____, 20__)

Receiving Party: <i>(I.e., Villanova or Company)</i>	Name: _____ Address: _____ Attn: _____
Disclosing Party: <i>(I.e., Villanova or Company)</i>	Name: _____ Address: _____ Attn: _____
Meeting:	Type <i>(E.g., in-person, virtual, phone):</i> _____ Date: _____ Time: _____ Participants: _____ Location: _____
Confidential Information: <i>(Description of Confidential Information Orally Disclosed)</i>	_____ _____ _____
Trade Secrets & PII: <i>Does the Confidential Information contain trade secrets or personally identifiable information?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe: _____ _____

This form, when fully completed and received by an authorized representative of the Receiving Party, will serve as notice from the Disclosing Party to the Receiving Party that the Confidential Information disclosed orally during the Meeting is CONFIDENTIAL and subject to the terms and conditions of the Mutual Non-Disclosure Agreement identified above.

Acknowledged & Agreed:

VILLANOVA UNIVERSITY

Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____