

**NONDISCLOSURE AGREEMENT BETWEEN**

**BUCKNELL UNIVERSITY**

**And**

\_\_\_\_\_ (“Company”) and Bucknell University, a non-profit institution of higher education located at One Dent Drive, Lewisburg, Pennsylvania 17837 (“University”), enter into this Nondisclosure Agreement (“Agreement”) and, intending to be legally bound, agree as follows:

1. **Purpose.** The Parties recognize that it may be necessary for Company to disclose information to University, including its faculty, staff and students, that Company considers its proprietary and confidential information (“Confidential Information”) to fulfill the following purpose (the “Purpose”):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Term.** The term of this Agreement shall be \_\_\_\_\_, 202\_\_, through \_\_\_\_\_, 202\_\_.

3. **Confidential Information.**

a. Confidential Information means information that Company (the “Disclosing Party”) discloses in written, oral, graphic, electronic or physical form to University (the “Recipient”) that (i) is not generally known to the public and concerns scientific knowledge, know-how, processes, inventions, techniques, formulae, products, data, plans, software and similar information; (ii) is clearly marked, if disclosed in a tangible form, by the Disclosing Party as Confidential Information at the time of initial disclosure to the Recipient and/or, if disclosed verbally, is identified as being Confidential Information at the time of disclosure, then summarized and identified as Confidential Information in a writing marked “Confidential” furnished by the Disclosing Party to the Recipient within ten (10) business days of initial disclosure.

b. Confidential Information does not include information that (i) the Recipient develops independently and without the benefit of Confidential Information of the Disclosing Party; (ii) the Recipient lawfully obtains from a third party that is, to Recipient’s knowledge and reasonable assumption, under no obligation of confidentiality; (iii) is or becomes publicly available through no wrongful act of the Recipient; (iv) is known to the Recipient prior to receiving the information from the Disclosing Party, or (v) Recipient is obligated to produce to comply with applicable laws or pursuant to an

order of a court of competent jurisdiction or a valid subpoena provided the Recipient provides reasonable notice to the Disclosing Party, to the extent allowed by law, prior to making such a disclosure so the Disclosing Party may take appropriate action.

4. **Disclosure of Export Controlled Technical Data.** Company does not anticipate the need to disclose to the University, including its faculty, staff or students, technical data that are subject to control under the Commerce Control List of the Export Administration Regulations (excluding “EAR99”), the US Munitions List of the International Traffic in Arms Regulations, or “Sensitive Nuclear Technology” subject to the Atomic Energy Act (collectively, “Export Controlled Data”). Nonetheless, the Company acknowledges that there is a strong likelihood that faculty, staff and/or students involved in fulfilling the Purpose may qualify as foreign persons under those Export Control regulations and, as a result, the Company agrees to comply with the following protocols if it determines it is necessary to disclose export controlled information.

a. In the event the Company believes it is necessary to disclose Export Controlled Data, it will first contact the University’s Export Control contact identified below and provide a description of the Export Controlled Data along with a statement identifying the specific export control classification number under the Commerce Control List or the specific US Munitions List entry, as applicable, and the need to disclose the Export Controlled Data. The Company acknowledges that the University will and must rely on the Company’s assessment of the export-controlled status of its information in deciding whether or not to accept the Export Controlled Data.

Contact: Brad J. Putman, Ph.D.  
Dean of Engineering  
Bucknell University  
Lewisburg, PA 17837  
Phone: 570-577-3711  
Email: bjp025@bucknell.edu

b. The University’s Export Control contact will review the Export Controlled Data and will provide written notification to the Company’s Project Mentor as to whether the University will accept some or all of the Export Controlled Data. The University will incur no liability if it elects not to accept Export Controlled Data.

c. If the University agrees to receive Export Controlled Data, the Company will only provide the data to the contact designated by the University and will mark all Export Controlled Data with an appropriate restrictive legend identifying the nature of control.

5. **Restrictions on Use.** The Recipient of Confidential Information will:

a. Hold Confidential Information in confidence using at least the same degree of care it uses to prevent the disclosure of its own proprietary or confidential information, but in any event using no less than a reasonable standard of care; and

- b. Use Confidential Information solely in support of the Purpose; and
- c. Limit disclosure of Confidential Information to those of Recipient's employees, students and agents who have a need to know in order to fulfill the Purpose, obtaining the agreement of such persons to maintain and safeguard Confidential Information; and
- d. Reproduce Confidential Information only as needed to fulfill the Purpose and ensure that all copies clearly identify the information as Confidential Information; and
- e. Not disclose Confidential Information to any external third party without the prior written consent of the Disclosing Party and then only pursuant to a separate written nondisclosure agreement that is at least as restrictive as this Agreement.

6. **Publication.** Company recognizes that the methods and results of the Purpose must be available for publication by the University and agrees that faculty, staff and students engaged in the Purpose shall be permitted to present at symposia, conferences and professional meetings, and to publish in journals, theses or otherwise of their own choosing, provided that Company shall be furnished a copy of the same thirty (30) days in advance of the submission of such proposed publication or presentation to a third party, so that Company may review for patentable subject matter that requires protection or Confidential Information.

7. **Duration of Obligations.** The obligations of confidentiality imposed under herein shall continue for a period of three (3) years from the date of disclosure or until Confidential Information becomes publicly available through no fault of the Recipient, whichever occurs first. Obligations with respect to Export Controlled technical data shall last for so long as the data continue to be subject to export controls laws and regulations.

8. **No License.** This Agreement shall not be construed to grant any right or license, express or implied, to the Recipient under any patent, copyright or application therefore except to the extent specified in this Agreement. Title in Confidential Information shall remain with the Disclosing Party.

9. **Authority.** The Disclosing Party represents that it has the right to disclose Confidential Information to the Recipient.

10. **Miscellaneous.**

a. The failure of either Party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

b. The relationship between Company and the University is that of independent contractors. The Parties are not joint venturers, partners, principal and agent, master and servant, or employer or employee, and have no other relationship other than independent contracting parties. The Parties shall have no power to bind or obligate the other Party in any manner, except as expressly provided in this Agreement.

c. This Agreement shall in all respects be governed by the substantive law of the Commonwealth of Pennsylvania, without regard for principles of conflicts of laws, including all matters of construction, validity and performance. All claims brought in connection with this Agreement or any Project(s) will be brought in the United States District Court for the Middle District of Pennsylvania or the Court of Common Pleas of Union County, Pennsylvania.

d. This Agreement contains the entire understanding between the Parties and supersedes any and all prior agreements, understandings, and arrangements between the Parties relating to the subject matter hereof. No amendment of the terms and conditions herein shall be binding unless evidenced by a writing signed by authorized representatives of both Parties.

e. This Agreement may be executed in one or more counterparts, with a copy having the same effect as an original signature.

COMPANY:

BUCKNELL UNIVERSITY:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date