The University of New Hampshire
Non-Disclosure Agreement
Agreement No.

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT is made as of the _____ day of ____________________, 20___, by and between the University of New Hampshire ("UNH") and ___________________________ (the "Provider").

WHEREAS, UNH and the Provider agreed to explore options for possible services that may be available or of interest to UNH;

WHEREAS, UNH and the Provider have a need to exchange certain confidential or protected information for the purpose of this exploration;

NOW THEREFORE, in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

Non-Disclosure. UNH shall disclose certain confidential, proprietary, or otherwise protected information ("Confidential Information") to the Provider. The Provider shall not, at any time, except with the express written consent of UNH, publish, disclose, or authorize anyone else to access, publish or disclose any of the Confidential Information. The Provider shall take all necessary and appropriate steps to ensure that the confidentiality of the information will be maintained. The Provider only may share the Confidential Information with those employees under employment of the Provider who have a need to know for the purpose of exploring the options for possible services, and will ensure that those employees comply with this agreement.

Effective Date and Termination. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall apply to discussions taking place during a period of two (2) years from the effective date, although Confidential Information disclosed during such discussions shall be protected from disclosure under the terms of this Agreement for a period of two (2) years from the date of disclosure.

Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

No Commitment. Confidential Information provided by one party to the other does not, and is not intended to represent a commitment by either party to enter into any business relationship with the receiving party or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.
Entire Agreement. This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced.

Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute and deliver this Agreement.

[COMPANY]

By:

Name:

Title:

Date:

Phone:
Fax:

UNIVERSITY OF NEW HAMPSHIRE

By:

Name: Marc C. Sedam

Title: Executive Director, Office for Research Partnerships and Commercialization

Date:

Phone: 603-862-1571
Fax: