

WILLIAM MARSH RICE UNIVERSITY

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”), with an effective date of __, 20 __, (“Effective Date”), is entered into by William Marsh Rice University, a Texas non-profit corporation with its principal address at 6100 Main Street, Houston, TX 77005, and _____, with its principal address at _____, the signatories to this Agreement collectively referred to as the “Parties” and individually as a “Party” hereto.

RECITALS

Each Party desires to protect its Confidential Information (as defined herein) related to its business and products disclosed to the other Party in connection with potential business relationship between the Parties (the “Purpose”).

NOW, THEREFORE, in consideration of the foregoing, the provisions set forth herein and the mutual benefits to be derived herefrom, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

SECTION 1 Confidential Information

- 1.1 **Definition.** The term “Confidential Information” shall include all information disclosed by one party (“Disclosing Party”) to the other Party (“Recipient”) in any manner or media in connection with the Purpose, including, but not limited to, financial, operational, technical or other information, patents, patent applications, invention disclosures, research data, processes, methods, techniques, formulas, programs, ideas and know-how. Any Confidential Information disclosed by the Disclosing Party must be marked as ‘confidential’ at the time of disclosure or if disclosed orally or visually must be identified as such at the time of disclosure and reduced to written, printed or other tangible form, marked as ‘confidential’ and delivered to the Receiving Party within ten (10) days from the date of disclosure.
- 1.2 **Limitations on Disclosure and Use.** Recipient shall hold all Confidential Information in strictest confidence, and shall not record, reproduce, reference, disseminate or disclose any part thereof in any manner or media without the prior written consent of Disclosing Party. Any reproduction of any Confidential Information disclosed under this Agreement will remain the property of Disclosing Party or any third party that has entrusted the Confidential Information to Disclosing Party and will retain any and all confidential or proprietary notices or legends that appear on the original. Failure to include such notices or legends will not alter or waive the status of the information as Confidential Information or Recipient’s obligations hereunder. Recipient shall use all Confidential Information solely for the Purpose and Recipient shall not use any part thereof for any other purpose or in any manner other than as contemplated by this Agreement. In no event shall Recipient use any Confidential Information for the benefit of any person or entity other than Disclosing Party. Recipient shall ensure that Confidential Information is accessible only to those of its employees or authorized representatives who have a need to know and who have signed confidentiality agreements or are otherwise bound by the confidentiality obligations at least as restrictive as those contained herein

- 1.3 Permitted Disclosures. Recipient shall not be required to keep confidential any Confidential Information that (i) is already available without restriction to the general public, (ii) becomes available without restriction to the general public through no act or omission of Recipient or any breach of this Agreement, (iii) is independently obtained by Recipient without being subject to any confidentiality obligation, or (iv) is required to be disclosed by Recipient in order to comply with any subpoena or other mandatory legal process or requirement. Prior to disclosing any information pursuant to clause (iv) above, Recipient shall provide Disclosing Party with prompt prior written notice of such request or requirement so that Disclosing Party may seek a protective order or other legal protection of such disclosure.
- 1.4 No License. This Agreement shall not be deemed to grant or convey to Recipient any proprietary rights, by license or otherwise, to any Confidential Information or to any invention, patent, copyright, trademark, trade name, or other intellectual property right of Disclosing Party based on such Confidential Information. Recipient shall deliver to Disclosing Party all manifestations in any manner or media (including, but not limited to, all copies and other reproductions and recordings) of Confidential Information upon the earlier to occur of (i) a request by Disclosing Party, (ii) the conclusion of the Purpose, or (iii) the expiration or termination of this Agreement.
- 1.5 Injunctive Relief; Remedies Cumulative. Recipient expressly acknowledges and agrees that any disclosure or use of Confidential Information other than in accordance with this Agreement shall result in irreparable damage to Disclosing Party for which there is no adequate remedy at law, and that Disclosing Party may seek injunctive relief. The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law and in equity.

SECTION 2 Term; Termination; Survival

- 2.1 Term. Unless terminated sooner by the Parties, the term of this Agreement shall be one (1) year commencing as of the Effective Date.
- 2.2 Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 1 above shall survive any expiration or termination of this Agreement, and each Party shall remain obligated to the other Party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

SECTION 3 Additional Provisions

- 3.1 Power and Authority; Due Authorization; No Conflict; Enforceability; Binding Effect. Each Party represents and warrants to the other Party that (i) such Party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by such Party and does not and shall not conflict with any agreement or instrument to which it is bound, (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, and (iv) this Agreement, and the interests, rights, duties and obligations hereunder, shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
- 3.2 Entire Agreement; Further Assurances. This Agreement constitutes the entire agreement between

the Parties, and supersedes any prior or contemporaneous negotiations, understandings and agreements, with respect to the subject matter hereof. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement.

- 3.3 No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either Party without the prior written consent of the other Party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the Parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving Party. The failure or delay by either Party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this Agreement, and such Party shall have all remedies provided herein and at law and in equity with respect to such act and any subsequent act constituting the same.

- 3.4 Governing Law; Dispute Resolution, Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States and the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof).

- 3.5 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practical, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly.

- 3.6 Construction of Agreement. The Section and other headings in this Agreement are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.

- 3.7 Counterparts, Electronic and Facsimile Delivery. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives.

WILLIAM MARSH RICE UNIVERSITY

Date: _____

Date: _____

Signature: _____
Name
Title

Signature: _____
Name
Title