

Disclaimer: The agreement template below in its standard form is typically used in cases where materials, knowledge or information is shared between AUC and another party, and they wish to restrict access to or by third parties. Modifications to the template may be necessary. This is determined on a case-by-case basis. The TTO is responsible for the execution of all Non-Disclosure Agreements at AUC.

II NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”), effective as of <Enter Date>, by and between **The American University in Cairo** (collectively, “**Disclosing Party**”) whose principal address is 74 South El-Teseen Street, NEW CAIRO, Cairo Governorate 11835, Egypt ; and the entity listed below : (“**Recipient**”):

Company/University/Institution (“Recipient”): <Enter Name of Recipient>

Name of responsible recipient employee: <Enter Employee Name>

Title or position: <Enter Title>

Department (if applicable): <Enter Department>

Address: <Enter Address>

Tel: <Enter Telephone>

Fax: <Enter Fax>

E-mail: <Enter E-mail>

“**Confidential Information**” means confidential or proprietary technical or business information disclosed by Disclosing Party to Recipient (collectively, “Recipient”) relating to < Enter a title of the confidential material, knowledge, or information that the parties wish to share with one another for certain purposes, but wish to restrict access to or by third parties>.

“**Purpose of Disclosure**” means the use of Confidential Information for purposes of evaluation or collaborative research and development for academic research.

“**Term**” means three (5) years from the effective date of this Agreement.

With regard to Confidential Information, Recipient hereby agrees:

(1) not to use Confidential Information except to the extent required to accomplish the Purpose of Disclosure; and not to disclose Confidential Information to others (except to its employees with a need to know and who are bound by the terms of this Agreement) without the express written permission of Disclosing Party, except that Recipient is not prohibited from using or disclosing Confidential Information:

- (a) that Recipient can demonstrate by written records was known to it prior to receipt from Disclosing Party;
- (b) that is now, or becomes in the future, public knowledge other than through an act or omission of Recipient;
- (c) that Recipient obtains in good faith from a third party not bound by confidentiality obligations to Disclosing Party;
- (d) that is disclosed by operation of law; or
- (e) that Recipient develops independently, for which Recipient can demonstrate by written records that independent development occurred without knowledge or use of Confidential Information.

(2) All Confidential Information shall be in tangible form and marked as confidential or proprietary. To be considered Confidential Information, verbal disclosures shall be identified as confidential at the time of disclosure, summarized in writing and delivered to Recipient within thirty (30) days of disclosure.

(3) Recipient's obligations under this Agreement remain in effect for the Term, notwithstanding any termination of this Agreement.

(4) If Recipient wishes to publish results from the use and evaluation of Disclosing Party's Confidential Information, Recipient hereby agrees that it shall submit the proposed disclosure to Disclosing Party for its review at least 30 days prior to the scheduled disclosure of the results to any third party. Disclosing Party may request that Recipient delete from the documents any reference to Disclosing Party or to Disclosing Party's Confidential Information.

(5) The parties agree that the furnishing of Confidential Information to Recipient does not constitute any grant or license to Recipient under any patent or other proprietary rights now or in the future held by Disclosing Party.

(6) This Agreement, including the Material Transfer Agreement effective <Enter Date Above> between Recipient and Disclosing Party, embodies the entire and final understanding of the parties on this subject. It supersedes any previous representations, agreements, or understandings, whether oral or written. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by an authorized representative on behalf of each party.

(7) This Agreement shall be interpreted and enforced under the laws of the state of New York, without giving effect to any choice of law rules that would result in the application of laws of any jurisdiction other than the state of New York.

THE AMERICAN UNIVERSITY IN CAIRO
(PROVIDER)

Signature: _____

Name: Ahmed El Laithy

Title: Director, Technology Transfer Office
The American University in Cairo

Date: <Enter Date of Signature>

<ENTER RECIPIENT NAME>
(RECIPIENT)

Signature: _____

Name: <Enter full Name>

Title: <Enter Title>

Date: <Enter Date of Signature>