

CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement ("Agreement"), effective , 2017 (the "Effective Date"), is by and between Northwestern University ("Northwestern") and ("Recipient") (each a "Party" and collectively the "Parties"). Northwestern desires and has the authority to disclose to Recipient certain proprietary and confidential information ("Information") as set forth in this Agreement. The Information developed, owned, and disclosed by Northwestern concerns (NU) invented by

WITNESSES THAT:

1. Recipient acknowledges the confidentiality of the Information. Recipient accepts the Information for the sole purpose of evaluating whether to enter into an extended business arrangement with Northwestern (the "Evaluation"). Recipient agrees to use Northwestern's Information for no other purpose than such Evaluation. Recipient agrees not to disclose Information to any third party without the prior written consent of Northwestern. Recipient shall protect Information with the same degree of care as it protects its own Information. Recipient shall take all precautions necessary to prevent unauthorized use of the Information. All obligations of confidentiality and non-use set forth herein shall remain in effect for four (4) years from the Effective Date.
2. Disclosures may be made under this Agreement for one (1) year following the Effective Date (the "Disclosure Period"). Recipient shall have six (6) months from the end of the Disclosure Period to complete its Evaluation ("Evaluation Period"). At the end of the Evaluation Period or of any extension period agreed on in writing by the Parties, Recipient will advise Northwestern as to its interest in an extended business relationship. If both Parties are interested, the Parties will commence good faith negotiations to reach an agreement regarding such relationship.
3. At the end of the Evaluation Period, if Recipient notifies Northwestern in writing that it is not interested in an extended business relationship, or if negotiations between the Parties have commenced, but one Party notifies the other Party in writing that in its sole judgment a satisfactory agreement cannot be reached, then Recipient will promptly return to Northwestern within thirty (30) days all Information and copies thereof, including written documentation, drawings, photographs, models, and information relating thereto.
4. It is recognized that Recipient may be required to disclose Information to its employees for purposes of Evaluation. Recipient will exercise reasonable care in the selection of persons who need access to the Information and will fully advise all such persons of the confidentiality of this Information.
5. Recipient shall have no obligation hereunder to refrain from disclosing Information if and when a patent is issued covering such Information. Further, Recipient shall have no obligation hereunder to refrain from disclosing or using:
 - (a) Information that is generally available to the public at the time of its receipt from Northwestern;
 - (b) Information that becomes part of the public domain or becomes publicly known or available by publication or otherwise after its receipt from Northwestern, not due to any unauthorized act or omission on the part of Recipient;
 - (c) Information that is lawfully disclosed to Recipient by a third party; and
 - (d) Information that Recipient can prove by competent written evidence was developed independently without reference to Northwestern's Information.

If Recipient discloses or uses the Information under any of the above conditions (a) through (d), Recipient shall, at Northwestern's request and in such detail as Northwestern may reasonably require, substantiate how such disclosure or use satisfies the condition.

6. Recipient releases Northwestern from any liability based upon any copyright or patent or other right Northwestern now possesses or may acquire concerning such Information. No license or other right under any U.S. or foreign patent, copyright, or know-how is granted or implied by this Agreement.

7. Northwestern makes no representation or warranty of any kind, either express or implied, including any representation or warranty that the use of the Confidential Information will not infringe any patent or other proprietary right of a third party.

8. The validity, construction and performance of this Agreement and the legal relations between the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws principles. If any provision of this Agreement or the application of such provision is invalid under any applicable statute or rule of law, the remaining provisions of this Agreement shall remain in full force and effect.

9. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by both Parties.

10. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective subsidiaries, successors, assigns, legal representatives, and all corporations controlling them or controlled by them. This Agreement shall not be assigned or otherwise transferred by either Party in whole or in part without the express written consent of the other Party, which consent will not be unreasonably withheld.

11. The above constitutes the full and complete Agreement in this matter by and between the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each Party by its duly authorized officer or representative.

<u>Recipient</u>	<u>Northwestern University</u>
Signature: _____	Signature: _____
Date: _____	Date: _____
Name: _____	Name: Alicia Löffler, Ph.D.
Title: _____	Title: Associate Vice President & Executive Director
Company: _____	Innovation & New Ventures Office
Location: _____	Evanston, Illinois 60201-3789