

Please Note – Georgia State has provided this template agreement as a courtesy to our industry partners; no single template can account for the wide variety of collaborations and disclosures in which the university may engage. The terms and conditions of any confidential disclosure agreement will be impacted by the specific details of the collaboration/disclosure, the intent of the parties, and our negotiations.

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement, effective this [Insert Day] day of [Insert Month], 2021, is made by and between Georgia State University Research Foundation, Inc. a Georgia nonprofit corporation having a place of business located at 100 Auburn Avenue NE, Suite 532, Atlanta, GA 30303 USA (“GSURF”) (hereinafter referred to as “GSURF”) and _____ located at _____ (hereinafter referred to as “Recipient”).

WHEREAS, GSURF is a cooperative organization of Georgia State University (“GSU”), established to receive grants and research agreements from external funding sources, and which owns and controls intellectual property on behalf of GSU and licenses and licenses such intellectual property;

WHEREAS, GSURF has developed or acquired valuable technology, technical information, and intellectual property that it considers confidential; and

WHEREAS, GSURF would like to disclose this confidential information to Recipient for the purpose of [discussing a potential business relationship related to developing and promoting intellectual property owned by GSURF]; and

WHEREAS, Recipient is desirous of assessing the value and/or marketability of certain technology and intellectual property owned by GSURF and/or the compatibility of such technology and intellectual property with Recipient’s business;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Definitions

- 1.1. “Confidential Information” means all information, regardless of form, related to technology and intellectual property owned by GSURF, which is disclosed by GSURF or employees or students of GSU to Recipient, and which is not generally known outside of GSURF or GSU.
- 1.2. “Disclosure Purpose” is Recipient’s assessment of the value and/or marketability of certain technology and intellectual property owned by GSURF and/or the compatibility of such technology and intellectual property with Recipient’s business, and discussions between the parties about a potential business relationship in connection therewith.

2. Confidentiality Obligations

- 2.1 Recipient agrees that it and its employees will not disclose Confidential Information to any third party, including persons, firms, or entities, and Recipient will not use any of the Confidential Information except for the Disclosure Purpose described herein, without the prior written consent of GSURF.

- 2.2 Recipient agrees that it will limit access to Confidential Information supplied hereunder to its employees, agents, consultants, affiliates, and partners (collectively "Representatives") who have a need to know in order to effectuate the Disclosure Purpose and who are required by written agreement to maintain Confidential Information received hereunder under terms no less restrictive than those contained in this Agreement.
- 2.3 Recipient agrees that it will refrain from using the Confidential Information except in connection with the Disclosure Purpose.
- 2.4 The obligations of Paragraph 2.1 shall not apply to Confidential Information which:
 - 2.4.1 at the time of disclosure, is in the public knowledge;
 - 2.4.2 after disclosure, becomes part of the public knowledge by publication or otherwise, except by breach of this Agreement;
 - 2.4.3 was already in Recipient's possession at the time of disclosure and which was not acquired directly or indirectly by the Recipient from GSURF, and which prior possession can be proven by documentary evidence;
 - 2.4.4 is received from third parties, provided such information was not obtained by said third parties, directly or indirectly, on a confidential basis;
 - 2.4.5 is independently developed by Recipient personnel not privy to GSURF's Confidential Information, which can be proven by documentary evidence; and
 - 2.4.6 is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that prior written notice of such required disclosure is furnished to GSURF as soon as practicable in order to afford GSURF an opportunity to seek a protective order.

3. No other licenses

The disclosure of Confidential Information hereunder shall in no way be considered a license under any patent, patent application, copyright, trademark, mask work, or other form of intellectual property, and any rights not explicitly granted herein by GSURF are expressly reserved.

4. Other

- 4.1 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all other agreements or understandings with regard to this matter. Any amendment to this Agreement must be in writing, signed by authorized representatives of each party, and expressly refer to this Agreement.
- 4.2 GSU may own certain information, know-how, data, or results, any or all of which may be part of the Confidential Information exchanged under this Agreement. The Parties expressly agree that GSU is an intended third-party beneficiary of the rights and obligations created by this Agreement and has standing to enforce its terms.

- 4.3 If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms of this Agreement shall constitute their agreement with respect to the subject matter hereof, and all of its remaining terms shall remain in full force and effect.
- 4.4 Upon expiration or termination of this Agreement, all Confidential Information furnished hereunder, including any copies thereof, shall be returned to GSURF or destroyed.
- 4.5 This Agreement shall be governed by the laws of the State of Georgia, without regard to conflicts of laws rules and provisions thereof. The parties agree that only state and federal courts in the Atlanta, Georgia, U.S.A. shall have jurisdiction and venue to hear and decide any controversy or claim between the parties arising under or relating to this Agreement.
- 4.6 No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.
- 4.7 This Agreement shall begin on the Effective Date above and terminate one (1) year thereafter, provided that either party may terminate this Agreement earlier upon thirty (30) days' written notice. Notwithstanding the foregoing, all obligations of confidentiality hereunder regarding Confidential Information shall extend for three (3) years from the date of disclosure.

AGREED:

**Georgia State University Research
Foundation, Inc.**

[Recipient Name]

Name/Title

Name/Title

Date

Date