

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement ("Agreement"), effective as of _____ ("Effective Date"), is made and entered into by and between The Ohio State University ("University"), Ohio State Innovation Foundation ("OSIF"), and _____ ("Company"). A party disclosing information is referred to as the "Discloser" and a party receiving information is referred to as the "Recipient."

University, OSIF, and Company agree to the following terms and conditions under which certain valuable confidential information owned or controlled by Company, University, or OSIF, or all (the "Confidential Information"), will be disclosed.

1. Recipient shall not use the Confidential Information disclosed by Discloser under this Agreement, except for the following purpose: **Hybrid Autonomous Manufacturing Moving from Evolution to Revolution (HAMMER) NSF Engineering Research Center research and development activities ("Purpose").**
2. All Confidential Information shall remain the property of Discloser. Nothing contained in this Agreement shall be construed as granting or implying any right, title or interest to Recipient to Discloser's Confidential Information, or to any patents, copyrights, trademarks, trade secret information or other intellectual property rights of Discloser.
3. Recipient will use Confidential Information only in connection with the Purpose. Recipient will use reasonable care to safeguard the confidentiality of the Confidential Information and will not provide any Confidential Information to third parties without Discloser's prior written consent. Recipient will take reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information.
4. Recipient will restrict the possession, knowledge and use of Confidential Information to its directors, officers, and employees ("Personnel") who (i) have a need to know the Confidential Information in connection with the Purpose, (ii) are informed of the confidential nature of the Confidential Information, and (iii) have obligations with respect to the Confidential Information that are consistent with this Agreement.
5. Recipient is under no obligation for any Confidential Information which:
 - a. it can demonstrate by written records was previously known to it;
 - b. is now, or becomes in the future, public knowledge other than through its own acts or omissions;
 - c. it independently develops by those not having access to the Confidential Information and which can be proven through verifiable records;
 - d. it lawfully obtains from sources independent of the Discloser; or
 - e. is required by applicable law, including the State of Ohio public records laws, to be disclosed.
6. This Agreement contains the entire understanding between the parties relating to the subject matter herein, and supersedes all prior and collateral communication and understandings between the parties relating thereto. No modification or waiver of any provision of this Agreement shall be binding unless in writing and signed by authorized representatives of the parties.
7. This Agreement shall remain effective for two (2) years from the Effective Date. All obligations of Recipient with respect to the use and disclosure of Confidential Information hereunder shall terminate five (5) years from the Effective Date.

8. Upon written request by Discloser, Recipient will discontinue using and return all Confidential Information and copies of Confidential Information within thirty (30) days of receipt of such written request.
9. The parties designate the following individuals to be the initial recipients of any Confidential Information provided:

University Contact

Name: Glenn Daehn

Address: 4022 Fontana Lab, 140 W. 19th Ave, Columbus, OH 43210

Phone: 614-296-2199

Email: daehn.1@osu.edu

OSIF Contact

Name: Contracts Administrator

Address: 1524 N. High St., Columbus, OH 43201

Phone: (614) 247-6633

Email: contracts@osu.edu

Company Contact

Name:

Address:

Phone:

Email:

10. Company shall not disclose or provide to University or OSIF, or any employee or agent of University or OSIF, any items, materials, software, technology, or information subject to the licensing provisions of International Traffic In Arms Regulations (ITAR) under 22 CFR §§ 120-130, and Export Administration Regulations (EAR) under 15 CFR §§ 730-774, without limitation, without the prior written notice to and advance approval by the University Export Control Officer. Upon request, Company agrees to provide University or OSIF with the U.S. Munitions List ("USML") designation or Export Control Classification Number ("ECCN") of any items, materials, software, technology, or information provided by Company to University or OSIF or a signed certification that all provided items, materials, software, technology, or information are not ITAR-controlled and are classifiable as EAR99. Company agrees to assist University or OSIF in making any export control determinations University or OSIF deems necessary.
11. This Agreement may be executed in one or more counterparts including signing a facsimile or scanned electronic version. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument. The undersigned warrant their authority to bind their respective organizations to this contract.

{Signatures on following page}

The Ohio State University

By: _____

Print Name: _____

Title: _____

Date: _____

Ohio State Innovation Foundation

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____