

**A Confidentiality Agreement Between the  
University of New Hampshire (UNH) and \_\_\_\_\_**

UNH is prepared to make to **Company Name** written and/or oral disclosures, hereinafter called "INFORMATION," concerning certain ideas, proprietary know-how, relating generally to "**Title of Technology**" so that **Company Name** may appraise it with reference to such matters as technical feasibility, novelty, and potential commercial value.

UNH will do so on these conditions:

1. **Company Name** shall hold in confidence the INFORMATION and shall disclose it only to those persons directly involved in the evaluation. This confidentiality obligation shall not apply to:

- a) Information which at the time of disclosure is in the public domain;
- b) Information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this agreement by **Company Name**;
- c) Information which **Company Name** can establish by reasonable proof was in their possession at the time of disclosure by UNH;
- d) Information which **Company Name** receives from a third party who had a right to disclose it to **Company Name**.
- e) Information which had at the date of this Agreement or subsequently been disclosed by UNH or other third parties without similar restrictions.

2. **Company Name** will not use the INFORMATION, which it is required hereunder to keep confidential, for any purpose other than the aforesaid evaluation and determination of interests, without first entering into an agreement with UNH covering the use thereof.

3. The provisions of paragraphs 1 and 2 shall apply for a period of three (3) years from the date of acceptance by **Company Name**.

4. **Company Name** will make a conscientious effort to review the ideas, know-how, and technical information furnished by UNH in order to notify UNH of their interest to develop the technology.

This Agreement represents the entire understanding between **Company Name** and UNH, and is not assignable by either party. The Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the date of the last signature below.

Accepted and Agreed to by:

**Company Name**

University of New Hampshire

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Robert L. Dalton

\_\_\_\_\_  
Title

Director, Office for Research Partnerships  
and Commercialization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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PRINCIPLE INVESTIGATOR

UNH's Principle Investigator shall not be deemed to be a signatory to this Agreement

Agreed to:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date