

This SAMPLE NDA is for reference ONLY
if you require an NDA please contact
IP@njit.edu or 973-642-4295
for assistance

~~~  
**UNILATERAL NONDISCLOSURE AGREEMENT**  
**between**

**and**  
**NEW JERSEY INSTITUTE OF TECHNOLOGY**

**THIS AGREEMENT** is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 200x,  
by and between \_\_\_\_\_ (“XX”), located at  
\_\_\_\_\_, and **New Jersey Institute of  
Technology** (“NJIT”), located at 323 Dr. Martin Luther King, Jr. Boulevard, Newark, NJ  
07102. XX and NJIT are each herein called a "Party" and are collectively called the  
"Parties."

**1. Background.** XX and NJIT plan to enter into certain technical and business  
discussions relating to: \_\_\_\_\_.  
As such, XX may acquire or be exposed to proprietary or confidential information of  
NJIT. The Parties have entered into this Agreement in order to protect NJIT's rights with  
respect to any such information in accordance with the terms of this Agreement.

**2. Confidential Information.** The term "Confidential Information" means all  
technical and commercial information of a proprietary or confidential nature which is  
disclosed by NJIT, or otherwise acquired by XX, in the course of the Parties' discussions.  
Such information need not be marked as "Confidential" by NJIT. By way of illustration,  
but not limitation, Confidential Information includes trade secrets, processes, formulae,  
data, know-how, products, designs, drawings, computer aided design files and other  
computer files, computer software, bills of materials, ideas, improvements, inventions,  
training methods and materials, manufacturing processes, sales information, marketing  
techniques, plans, strategies, budgets, financial information, forecasts, customer lists and  
pricing policies. Confidential Information, however, shall not include any information  
which:

- (a) is or hereafter becomes known and available to the general public through  
no act or omission of XX which is, directly or indirectly, in violation of  
XX's obligations under this Agreement;
- (b) is subsequently disclosed without restriction to XX by a third party who  
had the right to make such disclosure and who did not, directly or  
indirectly, receive such information through a party who was obligated not  
to disclose the same;

**This SAMPLE NDA is for reference ONLY**  
**if you require an NDA please contact**  
**[IP@njit.edu](mailto:IP@njit.edu) or 973-642-4295**  
**for assistance**

~~~

- (c) is required to be disclosed by any applicable judgment, order or decree of any court; provided that in connection with any such disclosure, XX shall use its best efforts to give NJIT reasonable prior notice of the disclosure of any information;
- (d) is disclosed to a third party on a nonconfidential basis by NJIT who owns such information; or
- (e) was known by XX prior to disclosure or independently developed by XX without knowledge of, reliance upon, or use of NJIT's Confidential Information.

Information shall not be disqualified as Confidential Information under the foregoing exceptions (1) merely because it is embraced by more general or generic information which is in the public domain or available from a third party, or (2) if it can only be reconstructed from information taken from multiple sources, none of which individually shows the whole combination (with matching degree of specificity), its principle of operation and/or the relevant use or method of use, as applicable.

3. Protection of Confidential Information. XX shall take all reasonable steps to protect NJIT's Confidential Information. XX shall not, without the prior written consent of NJIT:

- (a) disclose the Confidential Information to any other person or entity except to its own employees who have a "need to know" such Confidential Information in the course of the performance of their duties and who are informed of the obligations of this Agreement;
- (b) copy or reproduce the Confidential Information except as is necessary to further the objectives of the relationship between the Parties hereto (all such copies, however, shall include a confidential identification marking and shall be governed hereby); or
- (c) use or reduce to practice the Confidential Information in any way except to further the objectives of the relationship of the Parties and to determine whether the Parties shall enter into a further business arrangement.

4. Ownership of Confidential Information. All Confidential Information will remain the property of NJIT notwithstanding disclosure hereunder. Disclosure of Confidential Information hereunder shall not be deemed to constitute a grant, by implication or otherwise, of a right or license to the Confidential Information of NJIT to XX.

This SAMPLE NDA is for reference ONLY
if you require an NDA please contact
IP@njit.edu or 973-642-4295
for assistance
~~~

**5. Return of Confidential Information.** XX shall, upon the written request of NJIT, or upon termination of this Agreement, return to NJIT or destroy (in the sole discretion of NJIT) all Confidential Information received pursuant to this Agreement and all copies and reproductions thereof.

**6. Termination.** Subject to extension by mutual consent of the Parties, this Agreement shall remain in full force and effect for a period of three (3) years unless sooner terminated at any time by NJIT by NJIT giving at least thirty (30) days prior written notice to XX. Sections 2 and 3 hereof, however, shall survive termination of this Agreement for a period of three (3) years thereafter.

**7. Miscellaneous.** This Agreement does not obligate either Party to enter into any other contract or arrangement. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey (excluding any law regarding choice of laws which would defer to the laws of a different jurisdiction). XX may not assign this Agreement without the prior written consent of NJIT. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby. This Agreement states the entire understanding of the Parties concerning the terms and conditions governing the disclosure and use of the Confidential Information. It may not be modified or amended except by a writing executed by both Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective the day and year first above written.

**NEW JERSEY INSTITUTE OF  
TECHNOLOGY**

By: \_\_\_\_\_

Donald H. Sebastian, Ph.D. \_\_\_\_\_  
SVP, Research & Development \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_