



UMass Lowell Innovation Hub
Haverhill Campus
2 Merrimack St, 3rd Floor
Haverhill, MA 01830

Non-Disclosure Agreement

This Non-Disclosure Agreement (the “Agreement”) is entered into by and between _____ having a known address of _____ (“Disclosing Party”) and New England Invents (“Receiving Party”) having a known address of UMass Innovation HUB Haverhill Campus 2 Merrimack St Suite 342 Haverhill, MA 01830.

The parties agree to enter into a confidential relationship with respect to preventing the unauthorized disclosure of certain proprietary and confidential information (the “Confidential Information”), as defined below.

1. Definition of Confidential Information (Written or Oral)

For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged including, but not limited to information or data relating to an innovation or intellectual property developed or owned by Disclosing Party, as well as information in a pending patent application, confidential know-how connected with a patent or application, or innovations or strategies that may become the basis of a patent application. In the event that Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. In the event that Confidential Material is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. Exclusions From Confidential Information

Receiving Party’s obligations under this Agreement shall not extend to information that is (a) publicly known at the time of disclosure under this Agreement or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party prior to the time of disclosure by Disclosing Party; or (c) otherwise learned by the Receiving Party through legitimate means other than from the Disclosing Party or anyone connected with the Disclosing Party.

3. Obligations of Receiving Party

The Receiving Party shall hold and maintain the Confidential Information of the other party in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall carefully restrict access to any such Confidential Information to persons bound by this Agreement, only on a need-to-know basis. The Receiving Party shall not, without prior written approval of the Disclosing Party, use for the Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of



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the Disclosing Party, any of the Confidential Information. The Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Disclosing Party.

4. Term

This Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until December 31, 2031, or until whichever of the following occurs first: (a) Disclosing Party sends Receiving Party written notice releasing it from this Agreement, or (b) Confidential Information disclosed under this Agreement ceases to be confidential.

5. No Intellectual Property Rights Granted

This Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in the Disclosing Party's innovations, intellectual property, or the Confidential Information, to Receiving Party.

6. General Provisions

(a) **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

(b) **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

(c) **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

(d) **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) **Injunctive Relief.** Any misappropriation of Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party.



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(f) Attorney Fees and Expenses. In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(g) Governing Law. This Agreement shall be governed in accordance with the laws of the State of California.

(h) Jurisdiction. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in California in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

(i) Successors & Assigns. This Agreement shall bind each party's heirs, successors and assigns. Receiving Party may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Disclosing Party. However, no consent is required for an assignment or transfer that occurs: (a) to an entity in which Receiving Party owns more than fifty percent of the assets; or (b) as part of a transfer of all or substantially all of the assets of Receiving Party to any party. Any assignment or transfer in violation of this section shall be void.

Disclosing Party:

_____ (Signature)

Name: _____

Date: _____

Receiving Party:

_____ (Signature)

Name: _____

Date: _____