**Non-Disclosure Agreement**

This Non-Disclosure Agreement (“**Agreement**”) has been entered into by and between Niigata University ("**NU**") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_, ("**Company**") in connection with the handling of the Confidential Information (as defined in Article 1 hereof) disclosed to each other in order to consider the possibility of future joint research with each other ("**Purpose**"), as of [*Month*][*Date*], 201[ ] (“**Effective Date**”), with the following terms and conditions set forth below.

1. **Definitions**
2. For the purpose of this Agreement, the term “**Confidential Information**” shall mean collectively all of the technological and business Information (as defined below).
   1. the term “**Confidential Information**” means:
      1. Any technological and business information that is disclosed by one other party to the other party in connection with this Agreement, which is included in materials (including but not limited to documents and other tangible mediums such as electronic media in which electronic data is stored) clearly indicated as being confidential; and
      2. Any technological and business information that is disclosed by one party to the other party in connection with this Agreement, which is designated as being confidential orally and notified in writing of the same within thirty (30) days from the time of the disclosure thereof.
   2. the term “**Disclosing Party**” means a party that is disclosing Confidential Information to the other party.
   3. the term “**Receiving Party**” means a party receiving Confidential Information from a Disclosing Party
3. Notwithstanding the provisions in the preceding paragraph, Confidential Information shall not include any information which falls into one or more of the following items.
4. Information which the Receiving Party can prove that was already in its possession when disclosed by the Disclosing Party;
5. Information that was already publicly known when disclosed by the Disclosing Party to the Receiving Party;
6. Information that became publicly known for reasons not attributable to the Receiving Party after disclosure thereof;
7. Information which the Receiving Party can prove was lawfully obtained from a third party with authority for the disclosure thereof;
8. Information which the Receiving Party can prove that was independently obtained or developed without reliance on the information disclosed by the Disclosing Party; or
9. Information subsequently disclosed with the Disclosing Party’s prior written approval for subsequent disclosure thereof.
10. **Restriction of Use**

The Receiving Party shall not use the Confidential Information for any other purpose other than the Purpose without the prior written consent of the Disclosing Party.

1. **Confidentiality**
2. The Receiving Party shall strictly maintain the secrecy of any Confidential Information and shall not disclose the Confidential Information to any third parties without the prior written consent of the Disclosing Party.
3. Pursuant to the preceding paragraph, the content and the fact of the execution of this Agreement shall be kept confidential.
4. **Management of Confidential Information and Obligations**
5. NU and the Company shall each designate a person in charge of the management of Confidential Information and shall strictly maintain the secrecy of the Confidential Information.
6. NU and the Company may disclose Confidential Information only to their respective faculty members, [students], employees (collectively, “**Members**”) or other outside counsels such as legal, accounting or tax advisors or other professionals subject to confidential obligation under the laws who engage in the Purpose, and on the occasion of disclosing the Confidential Information to their respective employees, NU and the Company shall indicate to their respective employees that the Confidential Information must be kept confidential and shall also impose on their respective Members obligations equivalent to those as provided herein with respect to the Confidential Information.
7. **Restriction of Reproduction**

The Receiving Party shall not reproduce all or a part of the Confidential Information beyond the scope necessary for the Purpose without the prior written consent of the Disclosing Party.

1. **No Warranty of Confidential Information**

Neither party shall be liable to the other party for any damages resulting from defects in the Confidential Information, and neither party makes any express or implied warranties to the other party regarding the Confidential Information.

1. **Management of Inventions, etc.**

If the Receiving Party develops an invention, device, or a design, etc., (collectively "**Inventions**") based on the Confidential Information of the Disclosing Party, the Receiving Party shall immediately notify the Disclosing Party thereof, and the parties shall decide upon the ownership, handling, etc., of the rights in relation to the Inventions.

1. **Indemnification**

If the Receiving Party divulges Confidential Information to any third party due to grounds attributable to the Receiving Party, the Receiving Party shall indemnify the Disclosing Party for any resulting damages, and the Receiving Party shall take appropriate measures such as recovery of the materials which contain the Confidential Information and use its best efforts to hold the divulgation of the Confidential Information to a minimum.

1. **Term**

The effective term of this Agreement shall be from the Effective Date to the earlier of (i) the date of the conclusion of the Purpose and the execution of the joint research agreement which will be entered into by and between NU and the Company, or (ii) the laps of three (3) years period from the date of the conclusion of the Purpose, provided that the term may be extended by written agreement between NU and the Company.

1. **Effect of Termination**

If the parties do not enter into a joint research agreement after the conclusion of the Purpose, or upon request of the Disclosing Party, the Receiving Party shall, either immediately return to the Disclosing Party, or destroy, all of the Confidential Information, in accordance with the instructions of the Disclosing Party.

1. **Consultation**

Any matters not stipulated in this Agreement or any doubt with respect to the provisions of this Agreement will be resolved upon consultation between NU and the Company.

1. **Governing Law and Jurisdiction**
2. This Agreement is governed by and construed and interpreted in accordance with the laws of Japan. The Niigata District Court shall have the exclusive jurisdiction for the first instance on any disputes arising out of or in connection with this Agreement.
3. This Article shall survive the termination of this Agreement.

[*The remainder of this page is intentionally left blank.*]

**IN WITNESS WHEREOF**, NU and the Company have caused this Agreement to be executed in duplicate, each retaining one (1) copy.

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| NU:  8050 Ikarashininocho, Nishi-ku,  Niigata-shi, Niigata-ken, Japan  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: President  Date: | Company:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: |