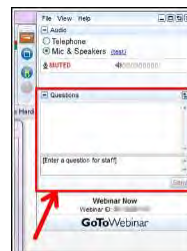
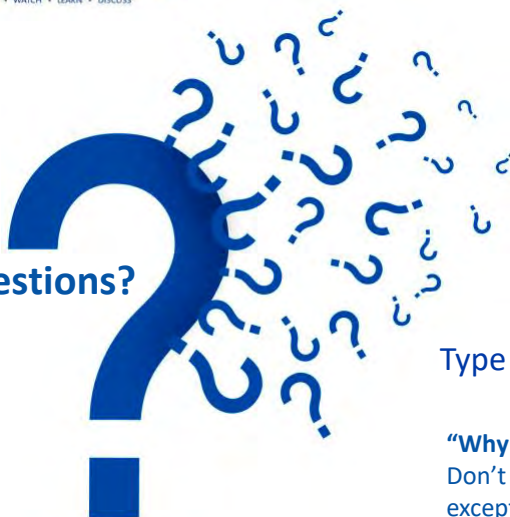




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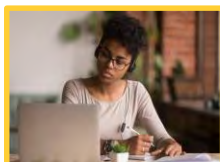


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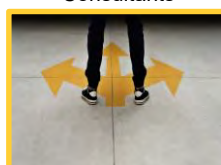
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SCIENCE AS A DIPLOMATIC TOOL



Date: Wednesday, March 10, 2021 @ 11am-12pm ET

Speakers: Zafra Lerman, Malta Conferences Foundation / Peter Hotchkiss, Organisation for the Prohibition of Chemical Weapons / Vaughan Turekian, National Academies' Policy and Global Affairs Division
Moderator: Lori Brown, American Chemical Society

[Register for Free!](#)

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- How the OPCW works with the governments of 193 countries to prevent the use of chemical weapons
- How the US National Academies' Policy and Global Affairs office mobilizes experts and networks around the world to increase the use of evidence to advance local, national and global policy and capacity
- How the Malta Conferences uses science diplomacy to overcome cultural, religious, and political barriers in the Middle East

Co-produced with: ACS External Affairs & Communications



THE GROWTH OF ALTERNATIVES TO ANIMAL-DERIVED FOOD

Date: Thursday, March 11, 2021 @ 1-2pm ET

Speakers: Julie Mann, PURIS Holdings, LLC / Joshua March, Artemys Foods / Andrew Iwe, Big Idea Venture

Moderator: Christopher Gregson, Greenstalk Food Consulting LLC

[Register for Free!](#)

What You Will Learn:

- A better understanding of the most significant transformation of the food industry in decades
- The challenges of formulating plant-based products or using cell cultures to "grow" meat
- How it will affect peoples' dietary choices in the future

Co-produced with: The Science History Institute and Chemical & Engineering News



Date: Thursday, March 17, 2021 @ 2-3:30pm ET

Speaker: Nick Flynn, West Texas A&M University
Moderator: Brian Guthrie, Cargill

[Register for Free!](#)

What You Will Learn:

- The major methods and processes of homebrewing
- Homebrewing tips to make the perfect pint
- How to incorporate brewing concepts into your chemistry courses

Co-produced with: ACS Division of Agricultural & Food Chemistry

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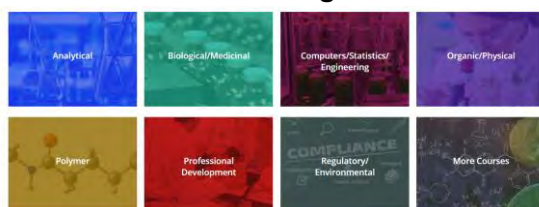
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Facilitated By:

Robert Migliorini
Sr. IP Counsel, ExxonMobil
Adjunct Professor,
Pace University Law School

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How to Protect your Intellectual Property when Collaborating with Others



Robert Migliorini
Senior Counsel,
Exxon Mobil Corporation



Bryan Tweedy
Senior Manager, Professional Education,
American Chemical Society

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INTELLECTUAL PROPERTY AGREEMENT FUNDAMENTALS FOR SCIENTISTS, ENGINEERS, AND MANAGERS

Robert A. Migliorini
Senior Counsel

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Legal Disclaimer



- The information contained herein are **my personal compilation of instructional materials** and do not necessarily reflect or include information or instructions used by my employer.
- This Primer on IP Agreement Fundamentals is **not legal guidance and should not be relied upon for any of your intellectual property decisions or actions** – I recommend that you seek the advice of competent legal counsel for any specific intellectual property legal issues you may have.



Agenda



- Introduction to Agreements and Intellectual Property
- Why do we need IP Agreements?
- IP Agreements Overview and Purpose
- IP Agreement – Key Principles
- Anatomy of an IP Agreement
- Types of IP Agreements and Ones to be Reviewed
- Common Provisions
- Purpose of IP Provisions
- Hierarchy of IP Rights and Allocation of IP Ownership / Rights
- *Practice Exercise*
- Confidentiality / Non-disclosure Agreements
 - Overview and use
 - Key elements / provisions and negotiation issues
 - Exemplary agreement
- Material Transfer and Testing Agreements
 - Overview and use
 - Key elements /provisions and negotiation issues
 - Exemplary agreement
- *Practice Exercise*



Agenda



- Collaborative /Joint Research and Development Agreements
 - Overview and use
 - Key elements / provisions and negotiation issues
 - Exemplary agreement
- Technical Services Agreements
 - Overview and use
 - Key elements / provisions and negotiation issues
- Consulting Agreements
 - Overview and use
 - Key elements / provisions and negotiation issues
 - Exemplary agreement
- *Practice Exercise*
- IP License Agreements
 - Overview, use, types, and structure
 - Key elements, provisions and negotiation issues
 - Terms of reference and letter of intent
- IP Agreements Process Steps / Staged Approach
- IP Agreements Negotiation Tactics
- Considerations After IP Agreement Execution
- Best practices for working with IP counsel
- *Practice Exercise*



Introduction to Agreements



- **Agreement** – mutual understanding between 2 or more parties about their relative rights and duties regarding past or future performance
- Generally speaking Agreements **set out rules of conduct** between two or more parties regarding an obligation to do or not do something
- **Characteristics of an enforceable agreement**
 - Offer by one party
 - Acceptance by other party
 - Mutual assent to the deal between the 2 parties
 - Consideration – a bargained for detriment
 - *E.g. “I will do work for you if you pay me money for it”*

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Introduction to Agreements



- **Contract** – an agreement that is enforceable or recognizable at law
 - Not all agreements are enforceable (agreement to do something illegal or that are impossible)
 - One sided “agreements” are called gifts
 - *E.g. I will give you a car for your birthday present (no detriment to receiver of gift)*
 - **BUT**, if your one sided promise causes detrimental reliance, it may be enforced against you.
- **IP agreement or contract** – a business agreement or exchange between two or more parties involving IP rights and obligations
 - Patents, Trade Secrets, Trademarks, Copyrights, Right of Publicity, and combinations thereof

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Audience Challenge Question

ANSWER THE QUESTION ON BLUE SCREEN IN ONE MOMENT



Do agreements related to intellectual property have to be in **WRITING in order to be enforceable against the parties?**

- Yes
- No
- Maybe



** If your answer differs greatly from the choices above tell us in the chat!*

IP Agreements Overview



Written – single document

- Formal agreement
- Sign in sheet
- Provided on a presentation
- Back of a napkin
- Click wrap

Written – multiple documents

- Collection of documents
 - Purchase orders, invoices, e-mails
- Battle of the forms

Oral

- Handshake
- Detrimental reliance

- **Written vastly preferred to oral**
- **Written-single document preferred to written – multiple documents**



IP Agreements Overview



- **By law some agreements must be written**
 - Transfer of ownership of real property
 - Transfer of ownership of patents and patent applications
- **But, not all agreements must be written**
 - Oral (Evidence challenges: certainty of recollection, terms difficult to prove, swearing contest)
 - Implied by equity
 - *E.g. Unconscious accident victim held responsible for medical care, even though did not “agree” to pay*
 - Implied by law
 - *E.g. Implied license in purchasing in an unconditioned sale a patented product*

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Why do we need IP Agreements?



- IP agreements are often **necessary to work with other parties**
- Working with other parties can provide these **benefits**:
 - Competitive advantages
 - Enable new technology in the market
 - Deploy new technology to the business
 - Build / complement knowledge and expertise
- Increase leveraging of other party **experience and technologies** via collaboration
- Need a clear business objective for why an IP agreement is necessary – **business deal and context**

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IP Agreements - Purpose



- **IP agreements facilitate transactions by:**
 - Documenting deal points between parties
 - Serving as a roadmap for parties to follow with regard to performance of the project
- **Poorly drafted IP agreements**
 - Strain relationship between parties
 - Jeopardize business objectives
 - May lead to litigation
- **Drafting and negotiating a high quality IP agreement is critical to the success of the parties!!!**

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Anatomy of an IP Agreement



- **Preamble or Introduction**
 - Parties and effective date
 - This agreement (hereinafter "Agreement), effective _[DATE]_, by and between _[Party 1]_ with its principal place of business at _____ (hereinafter "University") and _[Party 2]_ with its principal place of business at _____ (hereinafter "Racquet).
- **Recitals or Background**
 - "Whereas" clauses or Background section
 - Sets out background of relationship between the parties
 - Facts and circumstances leading to the agreement
 - Used to determine intent of the parties
 - Generally not binding - Not treated as covenants
 - Exemplary recitals:
 - Whereas University has developed new tennis racquet frame technology and has applied for patent protection on this technology;
 - Whereas Racquet desires to manufacture tennis racquets based on this technology at its facilities in Texas and distributes such racquets in the European market;
 - Now therefore, the Parties agree as follows:

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Anatomy of an IP Agreement



Definitions

- Key terms that are used throughout
- Set out in Initial or full caps
- Important business terms
- Contact drafter may be his/her own lexicographer
- Location
 - Generally at the beginning of the agreement
 - May also be embedded throughout the agreement

Exemplary Definitions:

- **Licensed Patents** means U.S. patents enumerated in Appendix A
- **Motor** means an integral device of the continuously rotatable type for converting electrical power into mechanical power. The term does not include any apparatus for controlling the application of electric power to the converting device, such as switchgear, fuses . . .
- **Net Sales** means gross sales minus returns.

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Anatomy of an IP Agreement



Binding Covenants or Provisions

- **Immediate rights and obligations** of the parties – Heart of the contract
- **Remedies** – what happens if one party does not do what it suppose to
- **Divided by paragraphs or articles** for ease of reading

Execution

- **Signature of person with authority to bind the party**
 - Include signature, printed name, title and date signed below the Party name (in caps)
- **Parties may sign in a variety of ways**
 - Sequentially or simultaneously
 - By mailing originals and/or faxed copies
 - Electronic signature – Docu-sign, Adobe Sign, etc.
 - Not all countries allow DocuSign, but most do.

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IP Agreements to be Reviewed



Confidentiality Agreements (aka Secrecy, Non-disclosure, CDA or NDA)

- Enable disclosure of proprietary information, receipt of confidential information from others or both
- Specify conditions to protect proprietary information and/or samples
- Define how, how long, by whom such information has to be kept secret

Material Transfer Agreements (aka Non-Analysis and Field Testing)

- Enable testing of other party's materials or products by us or testing by other party of our products
- Restricts compositional analysis and reverse engineering

Joint or Collaborative Research and/or Development

- Enable R&D collaborations with universities, governments, or other commercial entities
- Aka Joint development agreement (JDA) when parties embark on development of a product or process
- Rights to IP highly negotiated

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IP Agreements to be Reviewed



Technical Services Agreements

- Enable technical support from other parties
- Specify services and contain related IP provisions
 - Confidentiality, use restrictions, ownership of work and IP
 - Product/performance warranties, patent infringement indemnities

Consulting Agreements

- Enable acquiring consulting services from an individual who has specific expertise in an area

License Agreements

- Enable licensing of IP (both into and outside) with another commercial entity--emphasizes commercial terms
- Provide rights to a party's IP under defined terms
- Patents, know-how, etc.

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Audience Challenge Question

ANSWER THE QUESTION ON BLUE SCREEN IN ONE MOMENT



What should a Non-disclosure Agreement (NDA) / Confidentiality Agreement do at a minimum? (Select all that apply)

- Define what information is confidential
- Limit the scope of its use
- Restrict its disclosure onward
- Provide a punishment if broken



** If your answer differs greatly from the choices above tell us in the chat!*



Confidentiality Agreement - Overview



Defined as a binding contract between two or more individuals or entities whereby one party (**the discloser or disclosing party**) agrees to provide the other party (**recipient or receiving party**) with certain confidential information which the recipient agrees not to disclose or use other than in the manner and for the limited purpose specified in the agreement.

Discloser or disclosing party – party disclosing or providing the confidential information to the recipient

Recipient or receiving party – party receiving or being provided with the confidential information

- Also serves for the **orderly return or destruction of the confidential information** supplied by discloser to recipient
- **Details obligations of the receiving party for safeguarding** the confidential information
- **Must do a minimum of 3 things:**
 - Define what information is confidential
 - Limit the scope of its use
 - Restrict its disclosure onward



Confidentiality Agreement - Overview



Also referred to as non-disclosure (NDA), secrecy, confidential disclosure (CDA) agreements

One-way or unilateral – only one party (disclosing party) is disclosing confidential information to another party (receiving party or recipient)

Two-way, mutual, or bilateral – both parties exchanging / disclosing confidential info.

- Enables disclosure of confidential information to another party (one-way out), receipt of confidential information from another party (one-way in), or both (two-way)
 - Protects such information from improper disclosure
 - Prohibits and typically restricts use of such information for purposes other than as part of the business relationship between the parties (Purpose)



Confidentiality Agreement - Overview



Most frequently used IP type agreement

- **Used to safeguard valuable and commercially sensitive information when dealing with other parties**
 - Confidential and proprietary information sometimes used interchangeably
 - Proprietary information – broader than confidential information and could include information that is not confidential
 - *E.g. Book is proprietary information of author, but is not confidential*
 - If no confidential/proprietary information being exchanged between the parties → NDA is not needed!
- **Questions to consider and specify in the agreement:**
 - ✓ What **information** is confidential?
 - ✓ For what specific **purpose** will the information be supplied?
 - ✓ Are there any **exceptions** to the definition of confidential information?
 - ✓ Are there to be any **permissible disclosures** of confidential information?



Confidentiality Agreement - Overview



- **Confidential information may relate to:**
 - Inventions
 - Information contained in pending unpublished patent applications
 - Trade secrets (*processes, business strategies/methods, customer lists, collections of data, physical devices & articles, computer software, designs, specs, formulas*)
- Define **scope of obligations** regarding confidential information
- Provide a **length of time** over which the confidentiality obligations will be enforceable



Confidentiality Agreement - Structure



Important provisions:

- **Preamble** - Parties and effective date
- **Definition of confidential information and purpose for disclosure**
- **Exclusions from confidential information**
- **Obligations of parties receiving confidential information**
- **Time periods** – Duration
- **IP provisions** (Assignment, grant backs and other)
- **Miscellaneous** (boilerplate) **provisions**
 - Publicity release
 - Audit
 - No restriction on similar agreements with other parties or further agreements with same party
 - Survival of obligations
 - Disclaimer of warranties
 - Limitation of liability
 - Export controls
 - No joint venture
 - Non-waiver
 - Choice of law and forum
 - Complete Agreement/Merger/Amendments
 - Severability
 - Manifesting assent



Confidentiality Agreement - Preamble



Also referred to as Introduction

- **Parties and effective date:**

This agreement (hereinafter “Agreement”), effective _____ (hereinafter “**Effective Date**”) by and between _____ with its principal place of business at _____ (hereinafter “**Disclosing Party**”) and _____ with its principal place of business at _____ (hereinafter “**Receiving Party**”).

- **Identify the parties**

- Must be **sufficiently certain** such that cannot become part of later controversy
- Individual, corporation, LLC, partnership, etc.
- **Individual** – full name and address
- **Entities** – principal place of business

- **Effective date**

- Account for review and negotiation time
- If no effective date, date signed by the last of the parties required to execute it.

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Confidentiality Agreement



Confidentiality Provision – Heart of contract

- **Who is disclosing confidential / proprietary information?**
 - Unilateral (one-way) or bilateral (two-way)
 - *Business purpose dictates*
- **What is to be held in confidence?**
 - Definition of confidential information (CI)
 - *Broad definition of CI favors disclosing party*
 - *Does oral CI provided need to be put in a writing?*
 - Purpose for providing CI
 - *Narrow purpose favors disclosing party*
- **What are the confidentiality obligations and who is obligated?**
- **For how long beyond term of agreement?**
 - Evergreen (forever), 20 years, 10 years, 5 years, 2 years
- **Used in many types of IP agreements**
 - Consulting, technology evaluation, collaborative R&D, licensing, etc.

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Confidentiality Agreement



Confidentiality Provision – Heart of contract

- Excludes certain info. from what is confidential info.
- Simple agreements often leave out exclusions
- Based on established principles of law and include:
 1. Information already in the **public domain**
 - *E.g. publication, presentation, generally known*
 2. Information **already known** to recipient
 3. Information acquired by recipient from **3rd party** by lawful means
 4. Information **independently developed** by the recipient
 5. **Permissible disclosures** under the Agreement or **required by law**
 - *E.g. affiliates, contractors, consultants, JV partners*
 - *E.g. court proceeding where information is not privileged*
 - *E.g. govt. authority that may compel disclosure*

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Audience Challenge Question

ANSWER THE QUESTION ON BLUE SCREEN IN ONE MOMENT



There is less of a burden with receiving the confidential information of the other party to a Non Disclosure Agreement (NDA) than disclosing your confidential to the other party.

- Yes
- No
- Maybe



** If your answer differs greatly from the choices above tell us in the chat!*



Confidentiality Agreement - Obligations



- **Obligations of party receiving confidential information**
 - Duty to maintain info. in confidence and to limit its use
- In simple agreements, may be as short a **one sentence**, such as:
 - “The Receiving Party shall hold and maintain the Confidential Information of the Disclosing Party in strictest confidence for the sole and exclusive benefit of the Disclosing Party”
 - No restricted use for purpose only
- Often times **more detailed** and may include:
 - Time period information must be held in confidence
 - Restricted use of confidential information (for Purpose stated only)

With regard to the Confidential Information of the other, each party agrees:

 - a. To hold the Confidential Information in strict confidence for a period of 20 years from the date of this Agreement. In no event during the period of confidentiality shall any disclosure of such Confidential Information be made to any third party, or otherwise be made in any form without the prior written approval of the owner of the information; and
 - b. For the duration of the obligation of confidentiality to use such Confidential Information solely for the purpose stated in the preamble above.

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Confidentiality Agreement - Obligations



- Often times more detailed and may include:
 - **Restricting access of confidential information for those who have a need to know for Purpose stated only**

Each party agrees to limit access to the other party's Confidential Information to only those employees who have a need to know for the PURPOSE or who have undertaken obligations, including those of confidentiality, limited use and export control no less restrictive than those set forth in this Agreement. Each party will advise each such employee of the confidential nature of Confidential Information and of the obligations of this Agreement.
- **But allowing exceptions for access to affiliates bound to as stringent of obligations**

Each party agrees that the other party may disclose to its affiliates, including affiliates that are licensing joint ventures, Confidential Information received hereunder provided that such affiliates are bound in writing to confidentiality and use restrictions no less restrictive than those provided hereunder.
- **Obligations to return / destroy information upon expiration or termination**

Each Recipient, at the request of the providing party, shall return all documentation and other materials furnished to it incorporating any of the other party's Confidential Information and shall destroy any documentation and other materials Recipient may have created incorporating any of such Confidential Information.

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Confidentiality Agreement - IP



- Most form type NDAs are silent in this regard

- **Include IP provisions where confidential information exchanged may lead to inventions**

- Inventions may be patentable or maintained as trade secrets
- *By its nature, filing a patent application constitutes a public disclosure and if part of application based on confidential information received from other party, filing would be a breach of contract*
- Confidential information received from other party that may be part of patent application includes: samples, properties of samples, processes or process steps, uses or applications, etc.
- Often heavily negotiated

- Express statement **not allowing** for filing patent applications by receiving party

In no event during the period of confidentiality shall XYZ (Recipient) make any disclosure of ABC Confidential Information or ABC Samples or materials embodying such Samples to any other party, or in any patent application, or otherwise make any disclosure in any form without the prior written approval of ABC

- Express exception **allowing** for filing patent applications by disclosing party

Notwithstanding the confidentiality obligations hereof, ABC (Discloser) may disclose technical information generated under this Agreement for the purpose of filing world-wide patent applications pertaining to polyolefin compositions of matter, methods of making such compositions, and methods of using such compositions.

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Confidentiality Agreement - IP



- **Options for protection of IP generated by recipient with discloser confidential information**

- Inventions **derived** by receiving party with discloser confidential info.
 1. Assignment of inventions to discloser – preferred for disclosing party
 2. Nonexclusive perpetual, world-wide, royalty-free license (grant backs) to discloser – 2nd choice

- **Include notice to disclosing party of inventions, time period for notice and no implied license grant to receiving party (assignment only)**

- Time period for notice – 1 to 3 years beyond term of contract

- **Exemplary assignment of inventions clause (recipient to discloser):**

XYZ agrees to disclose promptly and to assign to ABC any inventions or improvements which are conceived by any of XYZ's employees during the life of this Agreement or within three (3) years thereafter, which inventions or improvements are based on ABC CONFIDENTIAL Information which, at the time said inventions or improvements were conceived, XYZ was obligated to hold in confidence. Nothing contained herein shall be construed as granting XYZ a license under any patent or trade secret rights of ABC or its affiliates relating to ABC CONFIDENTIAL Information.

- **Exemplary grant backs clause (recipient to discloser):**

XYZ agrees to disclose promptly to ABC any inventions or improvements which are conceived by any of XYZ's employees during the life of this Agreement or within three (3) years thereafter, which inventions or improvements are based on technical information of ABC which, at the time said inventions or improvements were conceived, XYZ was obligated to hold in confidence. XYZ, warranting that it has the right to do so, grants to ABC a nonexclusive, worldwide, irrevocable, royalty-free license and licensing right under any and all of the inventions and improvements described above, whether patentable or not.

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Confidentiality Agreement - Survival



Survival of obligations – states which obligations survive the term of the agreement and for how long thereafter

- **Typical survival obligations include:**
 - **Confidentiality – most critical**
 - Export controls
 - Intellectual property
 - Disclaimer of warranties and Limitation of liability
 - Choice of law and forum
- **Survival obligation for confidential info. most contentious**
 - Receiving party generally wants to minimize (2, 5, or 7 years) and disclosing party generally want to maximize (10, 15, 20 years or evergreen)
 - Industries with long technology development and commercialization times, may want longer periods
 - In some industries, trade secrets may be short-lived (e.g. software, internet)
 - Ask how long it will take others to independently discover the confidential info. and use as a guide in setting confidentiality period
 - If not specified, evergreen should be implied
- **Exemplary survival of obligations clause:**
 The obligation of Paragraphs 1 through 12 hereof shall terminate twenty (20) years from the expiration or termination date of this Agreement.



Confidentiality Agreement – Exemplary One-Way



One-Way Nondisclosure Agreement

Parties

This Nondisclosure agreement (the "Agreement") is entered into by and between [insert your name, business form, and address] ("disclosing party") and [insert name, business form, and address of person or company to whom you will disclose information] ("receiving party") for the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below).

Summary

Disclosing party may disclose confidential and proprietary trade secret information to receiving party. The parties mutually agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (the "Confidential Information").

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. 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.

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.

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 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.

Time Periods

The nondisclosure and confidentiality provisions of this Agreement shall survive the termination of any relationship between the disclosing party and the receiving party.

Miscellaneous

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. This Agreement may not be amended except in a writing signed by both parties. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of [insert your state of residence]. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The prevailing party shall have the right to collect from the other party its reasonable costs and attorneys' fees incurred in enforcing this agreement. Any such arbitration hearing shall include a written transcript of the proceedings and a written explanation for any final determination. 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 and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

DISCLOSING PARTY:

Signature _____
Disclosing Party's Name _____
Date: _____

RECEIVING PARTY:

Signature _____
Receiving Party's Name/Title _____
Date: _____



Confidentiality Agreement – Exemplary Mutual



Mutual Nondisclosure Agreement

Parties

This Nondisclosure agreement (the "Agreement") is entered into by and between insert your name, business form, and address and insert name, business form, and address of other person or company with whom you are exchanging information (collectively referred to as the "parties") for the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below).

Summary

The parties may disclose confidential and proprietary trade secret information to each other for the purpose of exploring a possible business relationship. The parties mutually agree to enter into a confidential relationship with respect to the disclosure by one or each (the "disclosing party") to the other (the "receiving party") of certain proprietary and confidential information (the "Confidential Information").

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. 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.

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

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 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.

Time Periods

The nondisclosure and confidentiality provisions of this Agreement shall survive the termination of any relationship between the disclosing party and the receiving party.

Miscellaneous

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. This Agreement may not be amended except in a writing signed by both parties. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of insert your state of residence. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The prevailing party shall have the right to collect from the other party its reasonable costs and attorneys' fees incurred in enforcing this agreement. Any such arbitration hearing shall include a written transcript of the proceedings and a written explanation for any final determination. 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 and each party's obligations shall be binding on the representatives, assigns, and successors of each party. Each party has signed this Agreement through its authorized representative.

DISCLOSING PARTY:

Date: _____
Signature

Disclosing Party's Name

RECEIVING PARTY:

Date: _____
Signature

Receiving Party's Name/Title



Additional Resources



- **Licensing Intellectual Property – Law and Application**, Robert W. Gomulkiewicz, Xuan-Thao Nguyen, Danielle Conway-Jones, Aspen Publishers, 4th edition.



- **Non-disclosure Agreements**, Richard Stim and Stephen Fishman, Nolo Publishers, 2001.



- **Drafting Patent License Agreements**, D. Patrick O'Reilly and D. Brian Kacedon, BNA Publishers, 8th edition.

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SCIENCE AS A DIPLOMATIC TOOL



Date: Wednesday, March 10, 2021 @ 11am-12pm ET
 Speakers: Zafra Lerman, Malta Conferences Foundation / Peter Hotchkiss, Organisation for the Prohibition of Chemical Weapons / Vaughan Turekian, National Academies' Policy and Global Affairs Division
 Moderator: Lori Brown, American Chemical Society

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What You Will Learn:

- How the OPCW works with the governments of 193 countries to prevent the use of chemical weapons
- How the US National Academies' Policy and Global Affairs office mobilizes experts and networks around the world to increase the use of evidence to advance local, national and global policy and capacity
- How the Malta Conferences uses science diplomacy to overcome cultural, religious, and political barriers in the Middle East

Co-produced with: ACS External Affairs & Communications



Date: Thursday, March 11, 2021 @ 1-2pm ET
 Speakers: Julie Mann, PURIS Holdings, LLC / Joshua March, Artemys Foods / Andrew Iwe, Big Idea Venture
 Moderator: Christopher Gregson, Greenstalk Food Consulting LLC

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- A better understanding of the most significant transformation of the food industry in decades
- The challenges of formulating plant-based products or using cell cultures to "grow" meat
- How it will affect peoples' dietary choices in the future

Co-produced with: The Science History Institute and Chemical & Engineering News



Date: Thursday, March 17, 2021 @ 2-3:30pm ET
 Speaker: Nick Flynn, West Texas A&M University
 Moderator: Brian Guthrie, Cargill

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What You Will Learn:

- The major methods and processes of homebrewing
- Homebrewing tips to make the perfect pint
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THE GROWTH OF ALTERNATIVES TO ANIMAL-DERIVED FOOD

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Speakers: Julie Mann, PURIS Holdings, LLC / Joshua March, Artemys Foods / Andrew Iwe, Big Idea Venture

Moderator: Christopher Gregson, Greenstalk Food Consulting LLC

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What You Will Learn:

- A better understanding of the most significant transformation of the food industry in decades
- The challenges of formulating plant-based products or using cell cultures to "grow" meat
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