

**MASSACHUSETTS INSTITUTE OF TECHNOLOGY
MASTER THIRD PARTY USE AGREEMENT
FOR MIT'S WRIGHT BROTHERS WIND TUNNEL**

This Agreement is made and entered into as of this ___ day of _____, 20__ (“Effective Date”) by and between Massachusetts Institute of Technology (“MIT”), a Massachusetts non-profit corporation which operates the Wright Brothers Wind Tunnel in its Department of Aeronautics and Astronautics (the “Wind Tunnel”), and _____, a _____ with a principal place of business at _____

BACKGROUND

- A. User requires access to specialized wind tunnel facilities and equipment as part of its effort to test certain technologies, products, equipment or materials;
- B. MIT operates the Wind Tunnel primarily for the research and educational activities of MIT’s students, faculty, other employees, fellows and affiliates (“MIT Personnel”), but also provides access to the Wind Tunnel to third parties for approved and appropriate purposes; and
- C. User desires to use the Wind Tunnel and, MIT has agreed to permit User to use the Wind Tunnel, on the terms and conditions set forth below.

The parties, therefore, hereby agree as follows:

1. Application for Use.

- (a) When User desires to use the Wind Tunnel, User shall submit to MIT an application in the form attached hereto as Appendix A or in such other form as MIT may substitute therefor (each, an “Application”).
- (b) Following receipt of an Application, MIT will determine whether to approve the Application, which determination will be based on, among other factors, whether the proposed testing is an appropriate use of the Wind Tunnel and whether the proposed testing complies with (i) MIT’s policies for use of the Wind Tunnel, (ii) MIT’s then current health, safety and process protocols and (iii) the terms and conditions of this Agreement.
- (c) If MIT approves an Application, it will notify User of the approval by providing User with a countersigned copy of the Application. Each approved Application will be deemed to be a part of and subject to this Agreement.

2. Wind Tunnel Access and Use.

- (a) If an application is approved, User will have access to and use of the Wind Tunnel on the approximate dates and at the approximate times set forth in such Application, subject to coordination of User’s use with use by MIT and others and with maintenance and repairs, and otherwise subject to MIT policies, including, without limitation, [relations and responsibilities within the MIT community](#) and MIT’s [COVID-19 access policies](#). MIT’s academic departments and research programs have priority in scheduling.

- (b) User may terminate an approved Application if testing contemplated by the Application cannot be completed within _____ business days following the dates contemplated by the Application, unless due to a force majeure event (as defined in Section 22 herein) or User's actions, errors, or omissions.
- (c) Only the individuals named in a particular Application, or with the express written approval of the Wind Tunnel Director may access and use the Wind Tunnel on User's behalf for the testing contemplated by that Application. Such individuals will be subject to, and required to comply with, MIT's rules, regulations, policies and procedures governing health, safety and personal conduct in connection with the testing, including, without limitation, policies already referenced in Section 2(a) herein. An individual's access to the Wind Tunnel is a privilege and may be revoked at any time by MIT.
- (d) The MIT Wind Tunnel Director and/or Operations Manager may terminate a particular use of the Wind Tunnel by User at any time for any reason.
- (e) User may not store any materials or other property at MIT without the prior written consent of the Wind Tunnel Director or his or her designee. Any request for consent must identify the type, form and amount of such materials and property and the proposed dates of storage at MIT. In the event User receives permission to store materials or other property at MIT, User shall, at its sole cost and expense, remove the materials and property upon the earliest of (i) the time contemplated by the written consent, (ii) the completion of the activities to which the materials and property relate, (iii) promptly following MIT's written request and (iv) termination of this Agreement.
- (f) Following each use of the Wind Tunnel, User shall, at its sole cost and expense (i) remove all of its materials and other property that are not permitted to be stored at MIT, (ii) remove all debris from the Wind Tunnel and (iii) restore the Wind Tunnel and its auxiliary equipment to their pre-testing condition. If User fails to do so, User shall reimburse MIT for the time spent and costs and expenses incurred in connection with such removal and restoration immediately upon receipt of an invoice therefor.

3. **User Representations and Warranties.** User hereby represents and warrants to MIT that:

- (a) User will only use the Wind Tunnel and its auxiliary equipment for testing contemplated by approved Applications.
- (b) Only the individuals identified in a particular Application or present with the express written approval of the Wind Tunnel Director will access and use the Wind Tunnel and its auxiliary equipment for the testing contemplated by that Application.
- (c) User will not bring on site to MIT or use in the course of its access to or use of the Wind Tunnel and its auxiliary equipment any chemicals or other hazardous materials without the prior written consent of the Wind Tunnel Director or his or her designee and will comply with any terms and conditions of such consent, such as restrictions on use, storage and handling. (For obtaining such consent, see Appendix, item 3).

- (d) User's Wind Tunnel activities will not involve human or animal subjects, and User understands that any research involving human or animal subjects requires the prior written approval of MIT's Committee on the Use of Humans as Experimental Subjects or MIT's Committee on Animal Care, as applicable.
- (e) User will have all right, title and interest in and to the technologies, products, equipment, materials and other property it uses in the course of, or provides in connection with, the testing.
- (f) User's use of the Wind Tunnel will not violate any applicable law, rule or regulation or any of User's obligations to third parties and will not infringe any third party rights, including, without limitation, any intellectual property rights.

4. **No Participation by MIT Personnel.** User acknowledges that its testing is not sponsored research at MIT. User shall not seek advice from MIT Personnel concerning the evaluation, development or testing of User's technologies, products, equipment, materials or services or interpretation of the results of the testing. User acknowledges that the environment at MIT is one of free intellectual exchange and openness, and User is encouraged to permit MIT Personnel (other than the MIT employees operating the Wind Tunnel) to witness User's testing, with the understanding that MIT Personnel will not undertake any obligation of confidentiality in connection with User's use of the Wind Tunnel. In the event that User does not wish to have its testing observed by anyone other than the operators of the Wind Tunnel, it will complete Appendix A accordingly (the "restricted observation") and only such employee operators will be obligated to keep User's testing activities confidential.

In the event that User elects restricted observation for any particular activity, project or test under this Agreement, MIT acknowledges and agrees that the required employee operators will be informed of this restriction and must comply with the confidentiality provision set forth in Exhibit 1 herein, attached hereto and incorporated herein.

5. **Intellectual Property Rights.** For purposes of this Agreement, "Intellectual Property" means inventions, whether or not patentable, and copyrightable materials, including, without limitation, software.

- (a) Intellectual Property conceived, first reduced to practice, developed, produced or composed solely by User personnel in the course of using the Wind Tunnel and its auxiliary equipment in connection with testing contemplated by an approved Application will be owned by User ("User Intellectual Property").
- (b) Intellectual Property conceived, first reduced to practice, developed, produced or composed jointly by User personnel and MIT Personnel in the course of using the Wind Tunnel and its auxiliary equipment in connection with testing contemplated by an approved Application will be owned jointly by MIT and User ("Joint Intellectual Property"). Each party will have the independent, unrestricted right to use, practice and dispose of its interest in Joint Intellectual Property, in such manner as it deems appropriate, without accounting to the other party.
- (c) Unless otherwise provided in a separate agreement, Intellectual Property, other than User Intellectual Property and Joint Intellectual Property, conceived, first reduced to practice, developed, produced or composed by User personnel, whether alone or with others, with significant use of funds or facilities administered by MIT will be solely owned by MIT.

- (d) In the event any User Intellectual Property constitutes an improvement to or new use of the Wind Tunnel or its auxiliary equipment, User hereby grants to MIT an irrevocable, perpetual, royalty-free, non-exclusive license to use such User Intellectual Property for academic and research purposes.

6. **Wind Tunnel Acknowledgement.** User shall acknowledge use of the Wind Tunnel in publications that cite research conducted using the Wind Tunnel, in accordance with Section 14 herein, and shall provide MIT with a copy of any such publications promptly following publication unless such publications are subject to government distribution controls.

7. **Fees.** In consideration of User's use of the Wind Tunnel and its auxiliary equipment, User shall pay MIT fees for testing at the rates in effect at the time of testing. If the testing must be halted early due to a User's violation of any of the conditions in this Agreement during the test period, then the User will be responsible for any fees incurred up to that time. Rates in effect on the date of this Agreement are as follows:

- Occupancy charge: \$800/hour (4 hour minimum, 10 hour maximum per day)
- Tunnel-on surcharge: \$200/hour

Occupancy begins with preparation of the test section for the User's test article and any special instrumentation. Occupancy ends when the test section is restored to its standard or pre-existing configuration. The 10 hour/day maximum reflects one work shift)

MIT reserves the right to change its rates upon 30 days' advance notice to User. Fees will be due and payable within 30 days following the date of MIT's invoice therefor and shall be paid in US Dollars, excluding taxes, withholding or impost of any kind. User shall be responsible for all applicable sales, use, VAT or other indirect taxes payable in connection with the activities contemplated by this Agreement. Payment should be made by wire transfer in accordance with MIT's [wire transfer instructions](#).

8. **Term.** Unless earlier terminated in accordance with the terms of this Agreement, this Agreement will be in effect for a period of two years commencing on the Effective Date.

9. **Termination of Agreement.**

- (a) Either party may terminate this Agreement at any time for any reason by providing notice to the other.
- (b) Sections 2 (e), 2(f), 3(e), 3(f), 4, 5, 6, 7, 9(b), and 10 through and including 25 and either party's obligation to pay the other any accrued, but unpaid, amount shall survive termination of this Agreement.

10. **DISCLAIMER OF WARRANTIES.** MIT HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO GOODS, SERVICES AND INFORMATION PROVIDED HEREUNDER; THE FUNCTION, CONDITION OR AVAILABILITY OF THE WIND TUNNEL OR THE AUXILIARY EQUIPMENT; AND ANY RESULTS OBTAINED FROM USE OF THE WIND TUNNEL AND THE AUXILIARY EQUIPMENT, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

11. **Limitation of Liability.**

- (a) User understands and acknowledges that there are risks associated with use of the Wind Tunnel and the auxiliary equipment. User voluntarily and knowingly accepts and assumes all risk for injury to persons or loss of or damage to property arising from its use of the Wind Tunnel and the auxiliary equipment and from the interpretation and use of the results thereof. User specifically releases MIT from liability therefor.
- (b) In the event User receives permission to store materials or other property at MIT, User voluntarily and knowingly accepts and assumes all risk for loss of or damage to such materials or other property and specifically releases MIT from liability therefor.
- (c) IN NO EVENT WILL MIT, ITS MEMBERS, TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS, FELLOWS OR AFFILIATES BE LIABLE FOR MULTIPLE DAMAGES OR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF WHETHER MIT WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, MIT'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE AMOUNTS PAID BY USER TO MIT UNDER THIS AGREEMENT.

12. **Indemnification.** User shall indemnify, defend and hold harmless MIT, its members, trustees, officers, employees, students, fellows and affiliates and their respective successors, assigns and heirs from and against any and all claims, liabilities, actions, losses, damages, costs and expenses of whatever nature or kind, which may arise, directly or indirectly, in connection with (a) User's use of the Wind Tunnel or the auxiliary equipment, including, without limitation, time spent by MIT Personnel to repair damage to the Wind Tunnel or the auxiliary equipment caused by User, (b) the results generated by User's use of the Wind Tunnel and the auxiliary equipment, or (c) User's breach of this Agreement, except to the extent such claims, liabilities, actions, losses, damages, costs and expenses are attributable to the gross negligence or willful misconduct of MIT. User's obligations under this section are not limited by any existing limits of coverage in any insurance policy or any exclusion in any insurance policy or by the absence of applicable insurance coverages.

13. **Insurance.** User shall maintain, during the term of this Agreement (a) Workers' Compensation and (b) Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence, naming MIT and each of the Indemnitees as additional insureds, and shall provide MIT with an insurance certificate and policy endorsement evidencing such coverage concurrent with execution of this Agreement. In the event that any policy referred to in the certificate expires during the term of this Agreement, User shall provide MIT with a new insurance certificate and policy endorsement reflecting then current coverage. General liability coverage underwritten on a "per claim" basis must be maintained for at least one (1) year after the termination of this Agreement. User shall provide MIT with at least 30 days' advance notice of any reduction in or cancellation of the coverage contemplated hereby. User shall include in any of its insurance policies covering loss, damage or destruction covered by "all risk" insurance a waiver of the insurer's right of subrogation against MIT and shall waive its right of recovery against MIT for any property damage or loss claims. While the foregoing waiver of subrogation and right of recovery is in effect, User shall look solely to the proceeds of its insurance policies to compensate User for any insured loss

occasioned by fire, theft, vandalism, terrorism, malicious mischief or other insured casualty occurring to its property or personnel while User personnel are at MIT. User's access to the Wind Tunnel will be suspended unless it maintains the required insurance during the term of the Agreement. Failure to provide confirmation of the required coverage after the initial request may result in the termination of the Agreement.

14. **Use of Name.** Except as contemplated by Section 6 or a separate agreement, User shall not use the names of the Massachusetts Institute of Technology or the Wright Brothers Wind Tunnel or any variation or adaptation thereof, or the name of any of MIT's members, trustees, officers, faculty, employees, fellows, students or affiliates or any trademark owned by MIT in any written material or for any promotional purpose or other public announcement or disclosure without the consent of MIT's Institute Office of Communications.

15. **Notices.** Any notices under this Agreement must be in writing and be addressed to the parties at the addresses shown below or to such address as a party may substitute for the address shown below by notice to the other. Notices must be delivered by hand or by commercial express courier service and will be deemed to have been given or made as of the date received.

User:

MIT:

General Counsel
Office of the General Counsel
Room 7-206
Massachusetts Institute of Technology
77 Massachusetts Avenue
Cambridge, MA 02139

16. **Binding Effect; Assignment.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

17. **Severability.** If any provision of this Agreement or portion thereof is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, any enforceable portion of the provision and the remainder of this Agreement will remain in effect and the parties will request the court or arbitrator to reform the provision to a form that is valid and enforceable and reflects as closely as possible the intent of the original provision.

18. **Entire Agreement.** This Agreement, together with each approved Application, (a) represents the entire understanding between the parties with respect to its subject matter and (b) supersedes all contemporaneous and previous statements, representations, agreements and understandings between the parties, however expressed, that relate to the subject matter of this Agreement. In the event of any conflict between this Agreement and an Application, this Agreement shall govern.

19. **Independent Parties.** MIT and User are independent contractors, and neither is an agent, joint venturer or partner of the other. User's personnel will not be entitled to the rights, benefits or privileges

of MIT employees, and User is responsible for compliance with all applicable employment laws, including, but not limited to, state and federal tax laws.

20. **Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement.

21. **Governing Law.** The validity and interpretation of this Agreement and the legal relationship of the parties to it will be governed by the laws of the Commonwealth of Massachusetts and applicable U.S. Federal law, without regard to any laws governing conflicts of law.

22. **Force Majeure.** Neither party will be liable to the other for failure to perform any of its obligations imposed by this Agreement if such failure is occasioned by fire, flood, explosion, lightning, windstorm, earthquake, hurricane, subsidence of soil, governmental interference or order, loss of power supply, failure or destruction of machinery or equipment (whether in whole or in part), civil commotion, riot, war, terrorism, pandemic, strikes, labor disturbance or any other cause beyond its reasonable control.

23. **Export Controls.** User covenants and warrants that it will not disclose or provide to MIT any information or materials that constitute or contain information, technology or data identified on any U.S. export control list, including the Commerce Control List at 15 CFR 774 and the U.S. Munitions List at 22 CFR 121, unless and until it obtains MIT's prior written consent. User further covenants and warrants that it will not bring any export-controlled goods, software or technology to MIT without MIT's prior written consent.

24. **Amendments and Waivers.** Amendments or modifications to this Agreement must be in writing and signed by duly authorized representatives of the parties. Any waiver of any condition, obligation or benefit under this Agreement on one occasion shall not be deemed a waiver on any subsequent occasion.

25. **Counterparts.** This Agreement may be executed in two or more counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto will be bound until both parties have duly executed and delivered to the other a counterpart of this Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronically shall constitute delivery of a manually executed counterpart of this Agreement and shall have the same force and effect as a document bearing original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**MASSACHUSETTS INSTITUTE
OF TECHNOLOGY**

USER:

By: _____
Name: _____
Title: _____, duly authorized
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
User EIN: _____

Appendix A

MASSACHUSETTS INSTITUTE OF TECHNOLOGY
Department of Aeronautics and Astronautics
Application for Non-Academic Use of Wright Brothers Wind Tunnel

Section I-ORGANIZATIONAL DATA	
ORGANIZATIONAL INFORMATION please complete all sections below	
APPLICATION DATE	
ORGANIZATION NAME	
ADDRESS/TELEPHONE	
Department / Division	
Room / Suite Number	
Street Address / P.O. Box	
City / State / Zip Code	
Organization Contact Person	
Telephone Number	
E-Mail Address	
Fax Number	
EMERGENCY INFO	
Contact Person	
Telephone Number	
Federal ID Number or Tax Exemption Number (Required)	
BILLING INFORMATION (Where the bill should be sent)	
Billing Contact Person	
Dept. / Division	
Room/Suite Number	
Street Address/P.O. Box	

City/State/Zip Code	
Telephone Number	
Fax Number	

Section II-PROJECT INFORMATION

1. TITLE AND BRIEF DESCRIPTION OF TESTING:

2. PROFESSIONAL PERSONNEL INVOLVED IN THE TESTING

(List Principal Test Conductor on project first and include anyone within your organization or group who will use the Wind Tunnel.)

NAME	TITLE	DEPT.	TELEPHONE NUMBER
User's Principal Test Conductor			

OTHER PERSONNEL

3. HAZARDOUS MATERIALS INVOLVED IN PROJECT

(List hazardous materials, if any, to be used in the Testing, and indicate whether they are the subject of the Testing and, if not, describe how they will otherwise be used in the Testing.). If User is authorized to bring any hazardous materials to the Wind Tunnel, User must provide MIT with copies of the corresponding Material Safety Data Sheet(s) (MSDS) **prior to the commencement of any Testing.**

Capsule models will be made either of PLA plastic or aluminum. No hazardous materials will be involved in this test.

4. TEST PLAN DOCUMENT

Please provide a separate Test Plan Document, with the following information in two sections A and B:

A. Test Objectives.

This information is mainly to allow the Wind Tunnel staff to plan for the test ahead of the test period:

- description of test article or articles, including the mounting system
- approximate test matrix (speeds, angles of attack, angles of yaw, test article configurations, etc),
- data to be acquired (forces and moments, surface pressures, wake surveys, tuft patterns, etc),
- any special requirements by the test article, such as electrical power, pressurized air, etc.
- any unusual test procedures or protocols

B. Test Article Structural Fitness.

It is essential that the test article does not suffer structural failure or shed parts at any point in the test matrix. Hence, any test article which undergoes testing must be first declared as Qualified (within its test matrix) by the appropriate Wind Tunnel staff, based on the following information:

- maximum expected aerodynamic + weight loads on the test article, and how these were estimated
- maximum loads which the test article can withstand without structural failure, and how these were obtained. These loads can be obtained by analysis, or preferably proof-loading. Because of the large uncertainties involved, the general requirement is that the test article must withstand 3 times the expected loads. This 3x margin can be relaxed for some cases, such as at very low tunnel speeds, where structural failure of the test article would pose little risk to the Wind Tunnel.

5. PROPOSED TUNNEL OCCUPANCY PERIOD(S).

Application is effective for up to six months - reapplication required for work beyond this time frame.

ENTRY -- EXIT DATES 1:

ENTRY – EXIT DATES 2:

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6. AUTHORIZATION TO WITNESS TESTING. User authorizes MIT Personnel (other than the MIT employees operating the Wind Tunnel) to witness User's testing. Yes No*

***Wind Tunnel employees required to comply with *Confidentiality/Nondisclosure of User Information – Restricted Observation* (See Exhibit 1)**

Varda allows witnesses but witnesses may not take pictures or discuss test details in public.

SUBMISSION FOR APPROVALS

Submit this form to: dugan@mit.edu, cononail@mit.edu, baileyj@mit.edu, drela@mit.edu

Submit the Test Plan Document (described above) to the MIT Wind Tunnel Test Director: drela@mit.edu

7. IS THE PRIMARY PURPOSE OF THIS WORK RELATED TO A LAWSUIT, COURT ACTION, OR SIMILAR PROCEEDINGS OR FOR ANY PURPOSE OTHER THAN SCIENTIFIC OR TECHNICAL INVESTIGATION RELATED TO BASIC RESEARCH OR PRODUCT DEVELOPMENT? IF NOT, IS THERE A KNOWN POSSIBILITY THAT THE RESULTS TO BE OBTAINED MAY BE USED IN CONNECTION WITH SUCH MATTERS? (A “Yes” answer will preclude the approval of this application. If the primary purpose of the work is related to scientific or technical investigation related to basic research or product development, but it is known that the results might be used in connection with any actual or potential lawsuit, court action or other similar proceedings, please describe the circumstances. An unqualified “No” answer will be taken as an explicit declaration that no such possibility is known or anticipated.)

NO

By signing below, (i) you declare that the information provided in this application is, to the best of your knowledge and belief, true and complete and you are authorized or qualified to execute this application and (ii) you confirm that the terms and conditions of the most recent Master Third Party Use Agreement for MIT’s Wright Brothers Wind Tunnel between you and MIT governs the testing contemplated by this application.

FOR THE APPLICANT ORGANIZATION

PRINCIPAL TEST CONDUCTOR
(Please print name under signature)

APPLICANT AUTHORIZED REPRESENTATIVE
(Please print name and title under signature)

Date

Date

APPROVED:

Massachusetts Institute of Technology

By: _____

Name:

Title: Wind Tunnel Director

(Please attach copy of Organization’s current Certificate of Insurance. See paragraph 13 of the Master Third Party Use Agreement.)

EXHIBIT 1

Confidentiality/Nondisclosure of User Information – Restricted Observation

- (a) When used in this Agreement, the term “Confidential Information” means confidential and proprietary information disclosed by User (“Disclosing Party”) to MIT (“Receiving Party”) that (i) prior to disclosure, is marked with a legend indicating its confidential status or (ii) is disclosed orally or visually, if the Disclosing Party identifies such information as confidential at the time of disclosure and, within 30 days of such disclosure, delivers to the Receiving Party’s primary contact a notice summarizing the confidential information disclosed. Notwithstanding the foregoing, in no event is information Confidential Information if it (1) was in the Receiving Party’s possession before receipt from the Disclosing Party; (2) is or becomes a matter of public knowledge through no fault of the Receiving Party; (3) is received by the Receiving Party, without restriction as to further disclosure, from a third party having an apparent bona fide right to disclose the information to the Receiving Party; or (4) is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information.
- (b) The Receiving Party undertakes to apply the duty of reasonable care for the protection and handling of all Confidential Information disclosed in accordance with the provisions of this Agreement. All such information and ideas shall not be disclosed to any third party without the written consent of the Disclosing Party. Where such consent is granted, disclosure shall only be made to a third party where such third party accepts in writing similar obligations of confidence to those contained in this Agreement or where such third party is a government or government agency and agrees to treat such information as confidential and proprietary information.
- (c) The Receiving Party shall exercise reasonable efforts and safeguards to restrict its use of Confidential Information to provide services hereunder, within MIT, on a strict “need to know” basis.
- (d) Nothing contained in this Agreement shall be deemed to grant a license directly or by implication under any patent or patent application.
- (e) Required Disclosures. Nothing in this section shall be construed to prevent a Receiving Party from disclosing Confidential Information as required by law or legal process, as long as the Receiving Party, if permitted by applicable law, promptly notifies the Disclosing Party of its obligation to disclose and provides reasonable cooperation to the Disclosing Party in any efforts to contest or limit the scope of the disclosure.
- (f) Following termination of this Agreement, the Receiving Party shall, at the direction of the Disclosing Party, either destroy or return to the Disclosing Party all documents, materials, and other tangible manifestations of the Disclosing Party’s Confidential Information and shall destroy any electronic or digital manifestations of the Disclosing Party’s Confidential Information, except that the Receiving Party may retain one copy of the Confidential Information solely for the purpose of monitoring its obligations under this Agreement.
- (g) The obligations hereto relating to the confidentiality and use of information and ideas survive the termination of this Agreement for a period of three (3) years.