

## CONFIDENTIALITY AGREEMENT

This Agreement is made as of the (Enter Date) day of (Enter Month), (Enter Year) by and between XXXXXXXXXXXX having his/her principal address at XXXXXXXXXXXXXXXXXXXXXXXX (hereinafter "INDIVIDUAL") and (Enter Complete Company Name) having a principal address at (Enter Complete Address) (hereinafter referred to as "COMPANY").

INDIVIDUAL and COMPANY desire to conduct exploratory discussions relating to (Specify Topic of Discussions) ("TECHNOLOGY"), in anticipation of entering into an agreement for a collaborative development project. In the course of such research, it may be necessary for each party to disclose to the other certain information, which the disclosing party deems to be confidential ("CONFIDENTIAL INFORMATION"). CONFIDENTIAL INFORMATION means any information relating directly or indirectly to the TECHNOLOGY not generally known to the public and may include without limitation, scientific knowledge, know-how, processes, inventions, techniques, formulae, products, technical data, biological materials, proprietary information, trade secrets, software, business plans, financial data, and other items pertaining to the above TECHNOLOGY as may be necessary or desirable to achieve the purposes stated herein. To protect such CONFIDENTIAL INFORMATION, the parties (the party disclosing the CONFIDENTIAL INFORMATION, the party receiving same and hereinafter called "DISCLOSER" and "RECIPIENT," respectively) agree as follows:

1. The disclosure of CONFIDENTIAL INFORMATION includes all communication of CONFIDENTIAL INFORMATION between the parties in any form whatsoever, including oral, written and machine readable form. Each party reserves the right to refuse acceptance of specific CONFIDENTIAL INFORMATION that could potentially conflict with ongoing areas of investigation of RECIPIENT or with existing third-party agreements. RECIPIENT shall inform DISCLOSER of such refusal upon the initial discussion of such CONFIDENTIAL INFORMATION.
2. RECIPIENT agrees to receive and hold all such CONFIDENTIAL INFORMATION acquired from DISCLOSER in strict confidence and to disclose same within its own organization only, and only to those selected employees determined as having legitimate need to have access to such CONFIDENTIAL INFORMATION to execute the purposes of this Agreement and who have agreed in writing (under RECIPIENT'S own blanket or specific agreement form) to protect and preserve the CONFIDENTIAL INFORMATION acquired from DISCLOSER with the same degree of care exercised by RECIPIENT in safeguarding its own CONFIDENTIAL INFORMATION.
3. RECIPIENT agrees that it will not disclose or use CONFIDENTIAL INFORMATION acquired from DISCLOSER, in whole or in part, for any purposes other than in furtherance of the initial discussions between the parties. Without affecting the generality of the foregoing, the RECIPIENT agrees that it will not disclose any such CONFIDENTIAL INFORMATION to any third party, or use same for its own benefit including the development of commercial products or services, or for the benefit of any third party without the prior written consent of the DISCLOSER.
4. The obligations of RECIPIENT shall not apply and RECIPIENT shall have no further obligations, with respect to any CONFIDENTIAL INFORMATION which is: (i) information known to RECIPIENT prior to receipt from DISCLOSER provided RECIPIENT notifies DISCLOSER promptly and substantiates such prior disclosure to DISCLOSER in writing within ten (10) business days of receipt of such CONFIDENTIAL INFORMATION, (ii) information of public knowledge without breach of RECIPIENT'S obligations hereunder, (iii) information acquired by RECIPIENT from a third party as a matter of right, or (iv) information developed by the RECIPIENT independent of any disclosure by DISCLOSER.

RECIPIENT will promptly notify DISCLOSER of the occurrence of any of the points (i) through (iv) above.

5. The furnishing of CONFIDENTIAL INFORMATION hereunder shall not constitute or be construed as a grant of any express or implied license or other right, or a covenant not to sue or forbearance from any other right of action (except as to permitted activities hereunder), by DISCLOSER or RECIPIENT under any of DISCLOSER'S patents or other intellectual property rights.

6. This Agreement shall commence as of the day and year first written above and shall continue with respect to any disclosures of CONFIDENTIAL INFORMATION by DISCLOSER to RECIPIENT for a period of one year thereafter, at the end of which time the Agreement shall expire, unless terminated earlier by either party, at any time, with a ten (10) days prior written notice to the other party. Upon expiration or termination of this Agreement, RECIPIENT shall immediately cease any and all disclosures or uses of CONFIDENTIAL INFORMATION and all such information obtained from DISCLOSER and all copies thereof made by RECIPIENT shall be returned to DISCLOSER, or destroyed by RECIPIENT at the sole discretion of DISCLOSER. Written confirmation of the destruction of CONFIDENTIAL INFORMATION will be provided to DISCLOSER by RECEIPIENT, within fifteen (15) days of such destruction.

7. The obligations of RECIPIENT respecting disclosure and use of CONFIDENTIAL INFORMATION acquired from DISCLOSER shall survive expiration or termination of this Agreement and shall continue for a period of five (5) years thereafter or, with respect to any applicable portion of the CONFIDENTIAL INFORMATION, until the effective date of any of the events recited in Paragraph 4, whichever occurs first. After such time, RECIPIENT shall be relieved of all such obligations.

8. The parties further agree that any CONFIDENTIAL INFORMATION disclosed by either of the parties to the other prior to the full execution of this Agreement by the authorizing officials of each party shall be governed by the terms and conditions of this Agreement.

Each party acknowledges its acceptance of this Agreement by the signature below of its authorized personnel.

(ENTER COMPANY NAME)

(INDIVIDUAL)

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_