

Non-Disclosure Agreement

This Agreement ("Agreement") is made between _____ a _____ corporation, and _____ ("University") and entered into this _____ day of _____, 20__.

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. **Confidential Information.** Each of the undersigned parties may furnish to the other party certain confidential information constituting trade secrets or other proprietary business or technical information belonging to such party (or an affiliated company), which will be marked "Confidential" or "Proprietary" at the time it is disclosed (such information in each case being hereinafter referred to as "Confidential Information"). If information which a party believes is confidential is to be orally or visually disclosed, the disclosing party shall so state before it is disclosed and if the other party agrees to receive it on a confidential basis, the disclosing party shall reduce the same writing within ten (10) working days, which writing shall reference the date of disclosure and otherwise conform to the requirements of this paragraph. In no event shall the term "Confidential Information" as used herein refer to or include any information disclosed by one party to the other party which:
 - (1) can be shown by such other party to have been received by such other party from sources who, to the knowledge of such other party, obtained the information lawfully and without any obligation of confidentiality to such disclosing party,
 - (2) can be shown by such other party to have been independently developed by such other party, or
 - (3) is or hereafter becomes part of the public domain (including information furnished by such disclosing party to others without restricting further disclosure) otherwise than through disclosure by such other party or any of its Representatives (as hereinafter defined).
2. **Term of Agreement.** For a period of three (3) years after the date of disclosure in each case, the party receiving Confidential Information of the other party shall not disclose such Confidential Information, directly or indirectly, to any third party, and shall not use such Confidential Information other than in connection with the transaction described above; provided, however, that any of the Confidential Information of the disclosing party may be used or disclosed:

- (a) by or to directors, officers, employees, agents or advisers (including attorneys, accountants, technical consultants or investment bankers) of the other party (collectively, "Representatives") who need to know such Confidential Information solely for the purpose of assisting such party in its evaluation thereof in connection with such transaction (it being understood that all such Representatives shall be informed of the confidential nature of such information, shall be instructed to treat such information confidentially and shall be required to agree to be bound by the terms and conditions of this Agreement),
- (b) pursuant to paragraph 5 below, or
- (c) otherwise with the written consent of the disclosing party.

Any parent or subsidiary corporations of the receiving party and other affiliated entities shall be deemed to be third parties for purposes hereof. Each party shall be responsible for any breach of this Agreement by its Representatives (including any persons who cease to be its Representatives subsequent to the first date of disclosure of Confidential Information to it by the other party hereunder), and shall take all reasonably necessary measures to restrain such Representatives (or former Representatives) from unauthorized disclosure or use of Confidential Information.

3. **Return of Confidential Information.** Each party shall deliver to the other party all documents containing Confidential Information received pursuant hereto and all copies, extracts or other embodiments of such Confidential Information within ten (10) days after being requested to do so by such other party.
4. **No License.** No license or other right in or to any of the patents, trademarks or other intellectual property of either party is granted to the other party under this Agreement.
5. **Required Disclosure.** In the event that a party (or anyone to whom Confidential Information is furnished by such party pursuant to this Agreement) is required by law to disclose any Confidential Information of the other party, such party will provide the other party with reasonably prompt notice thereof so that the other party may seek a protective order or other appropriate remedy. In any event, the party subject to such required disclosure will (or will use its reasonable efforts to cause such person to whom Confidential Information was furnished to) furnish only that portion of the Confidential Information which is legally required to be furnished and will use its reasonably best efforts to obtain assurances that

confidential treatment will be accorded to that portion of the Confidential Information so furnished.

- 6. **Equitable Relief.** Without prejudice to the rights and remedies otherwise available, each party shall be entitled to seek equitable relief by way of injunction if the other party or any of its Representatives breach or threaten to breach any of the provisions of this Agreement.
- 7. **No Assignment.** Any assignment of this Agreement by either party without the prior written consent of the other party shall be void.
- 8. **Entire Agreement.** This Agreement represents the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings between them with respect to the subject matter hereof.
- 9. **Termination.** Except with respect to the specified continuing rights and obligations regarding Confidential Information furnished hereunder, this Agreement may be terminated at any time by either party upon ten (10) days written notice to the other.
- 10. **Governing Law.** This Agreement shall be governed by the laws of the State of New York except that no conflicts-of-laws provision shall be applied so as to invoke the application of the laws of any other jurisdiction. The parties consent to the jurisdiction of the courts sitting in the State of New York.

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____