

Non-disclosure Agreement

This Agreement ("AGREEMENT"), effective _____ between _____ having an address at _____ (hereinafter "_____") and _____, a **[state]** Corporation having an address at _____, (hereinafter "_____"), confirms the terms under which the parties will disclose to each other, certain confidential information related to its operations and capabilities, patent applications, data, results, conclusions, know-how, experience, or trade secrets, relating to **[insert general subject matter of discussions]** (hereinafter referred to as "INFORMATION") for the sole purpose of allowing the parties to evaluate their interest in entering into a license agreement or other business relationship with the other party relating to such INFORMATION.

The parties agree:

(a) to keep all INFORMATION received from the other party confidential and not to disclose any INFORMATION to a third party, without prior written consent of the party making the disclosure, except to the receiving party's officers and employees on a "need to know" basis in furtherance of the purpose described above.

(b) not to use, either directly or indirectly, any INFORMATION obtained from the other party for any purpose other than the purpose set forth above without the prior written consent of the party making the disclosure.

(c) that all officers and employees to whom INFORMATION obtained from the other party is communicated hereunder are obligated not to use or disclose the INFORMATION or any other confidential information regarding the business of the other party, and the parties shall take all reasonable steps to ensure that INFORMATION is not used or disclosed by such officers and employees except as permitted by this Agreement.

(d) that all tangible INFORMATION including, without limitation, descriptions, data, experimental results, samples and other tangible material pertaining thereto shall remain the property of the disclosing party and that immediately upon the request of the disclosing party, the receiving party shall return all tangible INFORMATION and all copies thereof, to the disclosing party, with the exception that the recipient may retain sufficient information relating to the disclosure solely for the purpose of identifying its obligations under this Agreement.

The foregoing obligations of confidentiality and non-use shall not apply to:

1. INFORMATION known to and documented by the receiving party prior to the date of its disclosure pursuant to this Agreement, and not obtained or derived directly or indirectly from the other party; or

2. INFORMATION which is or becomes public or available to the general public other than by breach of this Agreement; or

3. INFORMATION which is lawfully obtained by the receiving party from a source other than the disclosing party, so long as the source has no direct or indirect obligation to the disclosing party.

4. INFORMATION which is subsequently and independently developed by employees of the receiving party without reference to INFORMATION from the disclosing party, as certified by

written documentation.

Nothing herein shall be construed as giving either party any right, title, interest in or ownership of INFORMATION obtained from the other party.

This Agreement and the obligations created herein are binding upon the parties and their successors and assigns with respect to each disclosure of INFORMATION, and with respect to each disclosure, shall continue for three (3) years from the effective date hereof.

Each receiving Party shall utilize the Confidential Information in accordance with all applicable laws rules and regulations, particularly including U.S. export control regulations regarding the further dissemination or sharing of confidential information, and only for the purpose of considering a possible research collaboration with the other Parties as contemplated by this Agreement.

This Agreement shall be interpreted and enforced in accordance with the laws of the State of _____, USA (regardless of any other jurisdiction's choice of law principles). The parties hereby submit to the jurisdiction of _____ courts, state and/or federal, in all matters relating to this Agreement.

By: _____

Name:

Title:

Date: _____

By: _____

Name: _____

Title: _____

Date: _____