

# CONFIDENTIAL DISCLOSURE AGREEMENT

WHEREAS, Duke University ("UNIVERSITY"), a nonprofit educational institution having its principal place of business in Durham, North Carolina, has certain confidential information relating to \_\_\_\_\_, \_\_\_\_\_, which is based substantially upon intellectual property contained in Duke University's Office of Science and Technology file #\_\_\_\_\_, and to technology and applications related thereto ("INFORMATION"), and desires to disclose the same to \_\_\_\_\_ ("RECIPIENT") having its principal place of business in \_\_\_\_\_; and

WHEREAS, RECIPIENT is interested in examining and evaluating the INFORMATION for the purpose of evaluating its interest in a potential arrangement with UNIVERSITY for development and commercialization ("PURPOSE").

NOW, therefore, the parties hereby agree to the following terms and conditions:

1. UNIVERSITY may disclose certain INFORMATION to RECIPIENT.
2. RECIPIENT agrees that for a period of five (5) years from \_\_\_\_\_, 2005 ("EFFECTIVE DATE") it will use the INFORMATION solely for the PURPOSE, that it will treat the INFORMATION with reasonable care to avoid disclosure of the INFORMATION to any other person, firm or corporation, and that it shall be liable for use of the INFORMATION outside the scope of the PURPOSE as well as unauthorized disclosure of INFORMATION or failure to exercise such reasonable care. RECIPIENT shall have no obligation, with respect to the INFORMATION, or any part thereof, which:
  - (a) is already known to RECIPIENT at the time of the disclosure;
  - (b) becomes publicly known without the wrongful act or breach of this agreement by RECIPIENT;
  - (c) is rightfully received by RECIPIENT from a third party on a nonconfidential basis;
  - (d) is approved for release by written authorization of UNIVERSITY;
  - (e) is subsequently and independently developed by employees of RECIPIENT who can be shown through documentation to have had no knowledge of or access to the INFORMATION disclosed by the UNIVERSITY; or
  - (f) is disclosed pursuant to any judicial or government request, requirement or order, provided that RECIPIENT takes reasonable steps to provide the UNIVERSITY sufficient prior notice to contest such request, requirement or order and that the INFORMATION disclosed is limited to that INFORMATION which is required to be disclosed by the judicial or government request, requirement, or order, and provided that such disclosed INFORMATION otherwise remains subject to the obligations of confidentiality and restricted use set forth in this Paragraph 2.
3. INFORMATION is disclosed to RECIPIENT solely and expressly for the PURPOSE and the RECIPIENT shall have no right to make use of the INFORMATION for any other purpose. No additional rights are provided to RECIPIENT under any patents, patent applications, trade secrets, copyrights, or other proprietary rights of UNIVERSITY. RECIPIENT shall not be entitled to make any commercial use of the INFORMATION without separate written agreement with UNIVERSITY to that effect.

4. RECIPIENT agrees to return to UNIVERSITY all written INFORMATION received hereunder upon completion of its use or upon request of UNIVERSITY, whichever shall first occur; provided, however, one (1) copy of such material may be retained by RECIPIENT to preserve a record of the same.

IN WITNESS WHEREOF, the parties have signed or caused this agreement to be signed and to be effective as of the EFFECTIVE DATE.

DUKE UNIVERSITY

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

Name: Henry Berger

Title: Director of Licensing

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

RECIPIENT:

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

Name:

Title:

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

*Read and understood (Duke inventors)*

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

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