

STUDENT
and
COMPANY/PROJECT SPONSOR
Confidentiality Agreement

This Agreement is made as of the ____ day of _____, 2004 by and between

STUDENT
Address
(hereinafter referred to as "STUDENT"),

and

COMPANY/PROJECT SPONSOR
Address
(hereinafter referred to as "SPONSOR")

W I T N E S S E T H :

WHEREAS, SPONSOR desires to hold discussions with STUDENT relating to certain information and data relative to [*Technology description*] (hereinafter "Field"); and

WHEREAS, SPONSOR and STUDENT wish to confirm the terms under which SPONSOR and STUDENT have agreed to exchange information in the Field (hereinafter "Information");

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound thereby, SPONSOR and STUDENT agree as follows:

1. Any Information disclosed by either party in accordance with this Agreement and requiring confidential treatment shall be identified in writing as confidential or, if disclosed orally or visually, shall be summarized and confirmed in writing as confidential within 30 days of such disclosure, and shall be maintained in secrecy by the receiving party, and shall only be used to determine whether to enter into a mutual agreement regarding the Information. Any failure by disclosing party to identify orally disclosed information in writing shall not relieve the receiving party of its obligations under this Agreement. Each party shall use all reasonable measures to prevent disclosure of Information, except to their own personnel who have a need to know. SPONSOR's and STUDENT's obligations under this Agreement shall be limited to a period of five (5) years from receipt of Information. SPONSOR and STUDENT shall not have any obligation of confidentiality with respect to any Information that:

- (a) is or becomes in the public domain through no fault of the receiving party; or
- (b) is already in the possession of the receiving party prior to receipt from the disclosing party; or
- (c) is obtained by the recipient from a third party who is not under a confidentiality obligation to the disclosing party; or
- (d) is approved for disclosure by prior written consent of the disclosing party; or
- (e) is required to be disclosed by court rule or governmental law or regulation, provided that the receiving party gives the disclosing party prompt notice of any such requirement and cooperates with the disclosing party in attempting to limit such disclosure; or
- (f) is proven independently developed by the recipient without recourse or access to the Information.

2. SPONSOR and STUDENT further agree to take all practical steps to ensure that any Information shall not be used by their colleagues in the place of their employment or study, except on like terms of confidentiality as aforesaid, and that it shall be kept fully private and confidential by them.

3. Any and all Information received by either party from the other, including all copies thereof, shall be promptly returned upon request; excepting, however, that one copy of all Information may be retained by both parties' Legal Counsels for archival purposes.

4. It is understood that no patent right or license is granted by this Agreement and that the disclosure of Information does not result in any obligation to grant either party any right in and to such Information.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate.

SPONSOR

STUDENT

By _____
 Name:
 Title:
 Date _____

By _____
 Name:
 Title:
 Date _____