

Confidentiality Agreement

CONFIDENTIAL DISCLOSURE AGREEMENT

WHEREAS, NORTH CAROLINA STATE UNIVERSITY (UNIVERSITY) has certain confidential information relating to , and to technology related thereto which may be needed for successful practice or commercialization of said information (hereinafter referred to as "the UNIVERSITY's INFORMATION") and desires to disclose the same to (the "COMPANY"), and;

WHEREAS, the COMPANY has certain confidential information relating to and to technology related thereto which may be needed for successful practice or commercialization of said information (hereinafter referred to as "the COMPANY's INFORMATION") and desires to disclose the same to the UNIVERSITY; and

WHEREAS, the COMPANY is interested in examining and evaluating the UNIVERSITY's INFORMATION, in order to determine the desirability of acquiring rights in, and to, such information, and under any patent rights now existing, or hereafter obtained, relative to such INFORMATION and/or evaluating UNIVERSITY'S INFORMATION in order to plan research projects with UNIVERSITY, and;

WHEREAS, the UNIVERSITY is interested in examining and evaluating the COMPANY'S INFORMATION in order to plan projects relevant to the COMPANY's needs for data and scientific information on the .

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

1. Each party shall disclose their INFORMATION to the other party in writing, insofar as is practical, and in sufficient detail to enable the other party to fully evaluate the same and identifying the INFORMATION as confidential at the time of disclosure. The receiving party shall be permitted to retain any material submitted to it hereunder, or copies or photographs thereof, in order that a record of the material submitted may be preserved.

2. The parties agree, for a period of three (3) years from the date hereof, that it will treat the INFORMATION received with reasonable care to avoid disclosure of the INFORMATION to any other person, firm or corporation, and the receiving party shall be liable for unauthorized disclosure or failure to exercise such reasonable care. The receiving party shall have no obligation, with respect to the INFORMATION, or any part thereof, which the receiving party can demonstrate is:

(a) already known to the receiving party at the time of the disclosure;

(b) becomes publicly known without the wrongful act or breach of this agreement by the receiving party;

(c) rightfully received by the receiving party from a third party on a non-confidential basis;

(d) subsequently and independently developed by employees of the receiving party who had no knowledge of the INFORMATION by written records; or

(e) approved for release by written authorization of the disclosing party;

(f) required to be disclosed due to law or judicial action.

3. The receiving party shall be entitled, at its option, to subject the INFORMATION to such tests, analyses, experiments, or clinical studies as are warranted in its judgment or of interest to it in order to fully evaluate the potential value of the INFORMATION to the receiving party; and to disclose the INFORMATION on a confidential basis to its employees, and by a written non-disclosure agreement to its clients, its consultants or non-employees retained by the receiving party because of their standing and expertise in the area concerned.

4. No obligation of payment, or of any other kind, is assumed by, nor may be implied against, the receiving party, other than that of treating the INFORMATION as described above, and acceptance of the INFORMATION by the receiving party shall not give it the right to use the INFORMATION except as provided in paragraph 3, until or unless a formal written agreement is entered into providing the terms and conditions of such further use, and the rights to be acquired by the receiving party.

5. The parties represent to each other that to their present knowledge they have the full right and authority to disclose the INFORMATION, and to its present knowledge, there has been no sale, assignment, license or transfer to any person, firm or corporation which would be inconsistent with said representations and warranties.

IN WITNESS WHEREOF the parties have signed or caused this agreement to be signed as of the dates below.

NORTH CAROLINA STATE UNIVERSITY

BY: _____ BY: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

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