

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") is effective as of the date of signature of the last party to sign (the "Effective Date"), as indicated below, and is by and between

UNIVERSITY OF ROCHESTER, an educational corporation organized under the laws of the State of New York, and having a place of business located at 710 Hylan Building, PO Box 270142, Rochester, New York 14627-0142 (hereinafter "ROCHESTER") and

COMPANY, a corporation organized under the laws of the **STATE**, and having a place of business located at **ADDRESS** (hereinafter "COMPANY").

NOW, THEREFORE, in consideration of the premises and of the covenants and obligations hereinafter set forth, ROCHESTER and COMPANY hereto, intending to be legally bound, agree as follows:

1. *Confidential Information* means: (i) technologies in written or tangible form disclosed to COMPANY from time to time after the Effective Date of this Agreement by ROCHESTER and identified with particularity at time of disclosure and marked confidential; and (ii) technologies communicated orally or visually to COMPANY by ROCHESTER, if it is reduced to writing or other tangible form by ROCHESTER on or before the date thirty days after the date of such communication, marked confidential, and promptly delivered to COMPANY.
2. After ROCHESTER receives a fully signed copy of this Agreement, ROCHESTER shall disclose to COMPANY *Confidential Information* solely for use by COMPANY in its internal evaluation of the *Confidential Information's* commercial prospects.
3. COMPANY agree that, for a period of five (5) years after the date of its receipt of the last *Confidential Information* disclosed under the Agreement, it shall: (i) keep *Confidential Information* confidential; and (ii) not use the *Confidential Information* for any commercial purpose. The foregoing shall not apply to that part of any *Confidential Information* that:
 - (a) is disclosed or used by COMPANY in accordance with any written consent granted by ROCHESTER; or
 - (b) at the time of receipt by COMPANY was independently known by COMPANY; or
 - (c) at any time becomes generally known to the public through no fault of COMPANY; or
 - (d) has been or is made available to COMPANY by a third party having the lawful right to do so without breaching any obligation of nonuse or confidentiality to ROCHESTER; or
 - (e) has been or is disclosed to others by ROCHESTER without similar restrictions on disclosure and use; or
 - (f) COMPANY is required to disclose pursuant to an order of a judicial or administrative authority
4. ROCHESTER authorizes COMPANY to disclose the *Confidential Information* to those of its employees and consultants who require the *Confidential Information* for the evaluation hereunder, and to potential licensees, provided each such employee, consultant and potential licensee has first entered into a written agreement in which it agrees to be bound by similar obligations of nonuse and nondisclosure as those imposed on COMPANY hereunder.

5. COMPANY shall complete its evaluation within the period expiring on the date six (6) months after the date COMPANY receives the *Confidential Information* from ROCHESTER. If COMPANY believes the *Confidential Information* has scientific and commercial promise, COMPANY and ROCHESTER may elect to commence negotiations leading to an agreement governing COMPANY's commercialization of the *Confidential Information*.
6. At the end of the *Evaluation Period*, COMPANY shall upon request of ROCHESTER, return to ROCHESTER all *Confidential Information* in its files to monitor its obligations under this Agreement.
7. This Agreement shall not be construed to grant to COMPANY any express or implied option, license or other right, title, or interest in or to the *Confidential Information*, or the patent rights corresponding to the *Confidential Information*, or obligate either party to enter into any agreement granting any of the foregoing.
8. This Agreement shall be construed and enforced under the internal laws of the State of New York. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
9. This Agreement represents the entire agreement of the parties relating to *Confidential Information*, and any corresponding patent rights, and any and all contemporaneous and prior oral and written understandings and agreements with respect thereto are superseded by this document.
10. This Agreement shall be legally binding upon the undersigned, their successors, and assigns but shall not be assigned by either party except in its entirety and only with the entire business of such party.

IN WITNESS WHEREOF, parties hereto have caused their duly authorized representatives to execute this Agreement.

COMPANY

UNIVERSITY OF ROCHESTER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____