

TEMPLE UNIVERSITY - OFFICE OF TECHNOLOGY TRANSFER

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is made by and between Temple University - Of The Commonwealth System of Higher Education, having a principal place of business at Broad Street and Montgomery Avenue, Philadelphia, Pennsylvania 19122 (hereinafter referred to as "Temple") and _____, having a principal place of business at _____ (hereinafter referred to as "Recipient").

WHEREAS, Temple is the owner of confidential information pertaining to _____ (hereinafter referred to as "Temple Information");

WHEREAS, Recipient wishes to receive Temple Information for the sole purpose of evaluating Recipient's possible interest in licensing intellectual property contained therein and/or in supporting research pertaining thereto, without jeopardizing the patentability of inventions contained therein or Temple's proprietary rights thereto; and

WHEREAS, Temple wishes to provide Temple Information to Recipient and wishes to obtain the aforementioned evaluation from Recipient;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree to the terms and conditions under which Temple Information may be disclosed to Recipient:

1. "Confidential Information" shall mean any Temple Information or tangible property pertaining thereto that is supplied by Temple to Recipient. Any Temple Information disclosed in writing shall be deemed Confidential Information only if marked "Confidential". Any Temple Information disclosed orally shall be deemed Confidential Information only if reduced to writing and a copy marked "Confidential" is provided to Recipient within thirty (30) days of the date of oral disclosure. However, Confidential Information shall not include information that: (i) was known to Recipient prior to the date of disclosure by Temple; or (ii) is lawfully received in good faith at any time by Recipient from a third party lawfully in possession of the same and having the right to disclose the same; or (iii) is, as of the date of receipt, in the public domain or subsequently enters the public domain other than by reason of acts or omissions of Recipient; or (iv) Recipient is required to disclose by law, rule of court or regulation; or (v) is independently developed by Recipient, as evidenced by written records.
2. Confidential Information is and shall remain the sole property of Temple. Recipient shall use Confidential Information as set forth above, for evaluation purposes only, and shall not make any attempt to determine the identity or the chemical composition or structure of samples of tangible property provided hereunder.

3. For a period of five (5) years from the date of disclosure of any Confidential Information, Recipient shall hold such Confidential Information in strict confidence; shall not use such Confidential Information except as permitted herein; and shall not disclose, directly or indirectly, such Confidential Information to any third party without the prior written consent of Temple. Recipient shall, to maintain the secrecy of Confidential Information, use at least the same degree of care it uses in maintaining the secrecy of its own confidential information, but always at least a reasonable degree of care. Recipient shall restrict disclosure of Confidential Information solely to those employees of Recipient having a need to know such Confidential Information in order to accomplish the purpose set forth above. Recipient shall also advise its employees before they have access to Confidential Information, of the obligations of Recipient under this Agreement, and require such employees to maintain those obligations.
4. Upon request by Temple, Recipient shall promptly return all written materials and samples of tangible property received hereunder, with the exception that one copy of written materials may be retained by Recipient solely for archival purposes. In the alternative, Recipient may destroy all materials and confirm their destruction in writing.
5. Neither party shall use the other party's name publicly without the other party's prior written consent.
6. This Agreement constitutes the entire understanding of the parties with respect to the matters herein contained and each acknowledges and agrees that there are no warranties, representations or understandings between them other than those expressly set forth herein. Each party warrants and represents that the terms of this Agreement are not inconsistent with any other contractual or legal obligations it may have. This Agreement may be modified only by written consent signed by both parties.
7. The rights and duties of the parties shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of laws provisions. The parties agree that any dispute arising out of this Agreement may be resolved by recourse to the courts of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania.
8. If any arbitration, litigation or other legal proceedings relating to this Agreement occurs, the prevailing party shall be entitled to recover from the other party (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorney's fees, incurred in the proceedings.
9. This Agreement is binding upon the parties, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, Recipient's obligations of confidentiality and restrictions on use of the Confidential Information shall survive termination of this Agreement.

10. Any notice, report, or other communication required hereunder shall be sent to the parties at the addresses below:

To Temple: Director
 Office of Technology Transfer
 Temple University
 406 University Services Building (083-45)
 1601 North Broad Street
 Philadelphia, PA 19122-6099

To Recipient: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year written below.

Temple University – Of The Commonwealth System Of Higher Education:

By: _____ Date: _____
 Anthony E. Wagner
 Vice President, Chief Financial Officer and Treasurer

_____:

By: _____ Date: _____
 Name: _____
 Title: _____