

TEMPLE UNIVERSITY - OFFICE OF TECHNOLOGY TRANSFER

TWO-WAY 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 "Company").

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

WHEREAS, Company wishes to receive Temple Information for the sole purpose of evaluating Company'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;

WHEREAS, in the course of the aforementioned evaluation, Company may deem it necessary to disclose to Temple information pertaining to _____ (hereinafter referred to as "Company Information") so that Temple may assist Company in said evaluation;

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

WHEREAS, Temple wishes to receive Company Information without jeopardizing the patentability of inventions contained therein or Company's proprietary rights thereto, in order to assist Company in the aforementioned evaluation;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree to the terms and conditions under which information may be disclosed to one another:

1. "Confidential Information" shall mean any Temple Information or tangible property pertaining thereto that is supplied by Temple to Company or any Company Information and tangible property pertaining thereto that is supplied by Company to Temple. Any Temple Information or Company Information disclosed in writing shall be deemed Confidential Information only if marked "Confidential." Any Temple Information or Company Information disclosed orally shall be deemed Confidential Information only if reduced to writing and a copy marked "Confidential" is provided to the receiving party within thirty (30) days of the date of oral disclosure. However, Confidential Information shall not include information that: (i) was known to the receiving party prior to the date of the disclosure by the other party; or (ii) is lawfully received in good faith at any time by the receiving party 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 receiving party; or (iv) the receiving party is required to disclose by law, rule of court or regulation; or (v) is independently developed by the receiving party, as evidenced by written records.

2. Confidential Information is and shall remain the sole property of the disclosing party. The receiving party may use Confidential Information only as set forth above.
3. For a period of five (5) years from the date of disclosure of any Confidential Information, the receiving party 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 the disclosing party. The receiving party shall, to maintain the secrecy of the other party's 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. The receiving party shall restrict disclosure of the other party's Confidential Information solely to those employees of the receiving party having a need to know such Confidential Information in order to accomplish the purpose set forth herein. The receiving party shall also advise its employees, before they have access to the other party's Confidential Information, of the obligations of the receiving party hereunder, and require such employees to maintain those obligations.
4. Upon request by the disclosing party, the receiving party shall promptly return all written materials or samples of tangible property received hereunder, with the exception that one copy of written materials may be retained by the receiving party solely for archival purposes. In the alternative, the receiving party 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.
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, the parties' obligations of confidentiality and restrictions on use of Confidential Information disclosed hereunder 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 Company: _____

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: