

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 601 Elmwood Avenue, Box URV, Rochester, New York 14642 (hereinafter "ROCHESTER") and _____ a corporation organized under the laws of _____, and having a place of business located at _____ (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* includes the content of the provisional patent application "title" (UR Ref ID No. _____ with provisional application serial number _____) in oral, written, graphic, visual, electronic, or other tangible form that is disclosed to COMPANY by ROCHESTER.
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* for business analysis and internal review leading to a licensing agreement and/or a sponsored research agreement ("Purpose").
3. COMPANY agrees that, for five (5) years after the Effective Date of this Agreement, it shall: (i) keep *Confidential Information* confidential; and (ii) use the *Confidential Information* solely for the Purpose set forth above. 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 as demonstrated by written records; 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, agents, and consultants who require the *Confidential Information* for the evaluation hereunder, provided each employee, agent, and consultant has first entered into a written agreement in which it agrees to be bound by similar obligations of nonuse and confidentiality as those imposed on COMPANY hereunder. COMPANY shall fulfill its Confidentiality Obligations it has to ROCHESTER'S *Confidential Information* with at least the same standard of care that the COMPANY uses for its own *Confidential Information*, but in no event less than a standard of reasonable care.
 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 any time, COMPANY shall upon request of ROCHESTER, return to ROCHESTER all *Confidential Information* in its files except for one copy which it may retain 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 and any disputes arising thereunder shall be governed by the substantive law of the State of New York without regard to any conflicts of law principles. 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.

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