

NON-DISCLOSURE AGREEMENT
(Mutual Exchange of Confidential Information)

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. **Purpose.** Confidential information of each party will be disclosed to the other party concerning certain matters related to the _____ (the “Purpose”).
2. **Confidential Information.** For purposes of this Agreement, “Confidential Information” includes any and all non-public confidential and/or proprietary information disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”). Confidential Information that is disclosed in tangible form must be marked as confidential at the time of disclosure. Confidential Information that is disclosed in non-tangible form (e.g. orally, visually) shall be identified as confidential at the time of disclosure, and shall remain Confidential Information only if Disclosing Party delivers to Receiving Party a written document or documents summarizing such Confidential Information and referencing the place and date of such non-tangible disclosure, marked confidential, within thirty (30) days following the initial disclosure. Each disclosure of information needs to be marked CONFIDENTIAL. If the material is not so marked, it will not be treated as confidential by the recipient and the terms of this Agreement shall not apply. All Confidential Information shall remain the exclusive property of the Disclosing Party.
3. **Limitations on Use; Protection of Confidential Information.** The Receiving Party shall use the Disclosing Party’s Confidential Information solely for the Purpose set forth above. It is agreed by the Receiving Party that the disclosure by Disclosing Party of its Confidential Information does not grant any rights to intellectual property or any other right or license, except as specifically set forth herein. The Receiving Party shall use reasonable efforts to protect the Disclosing Party’s Confidential Information, except that the Receiving Party shall be permitted to disclose such Confidential Information to those employees, agents, consultants (or students, in the case of the University) who require the Confidential Information for the Purpose set forth above,

provided each employee, agent, consultant, or student agrees to maintain the confidential nature of the Confidential Information in compliance with the terms of this Agreement. Receiving Party shall fulfill its confidentiality obligations it has to Disclosing Party's confidential information with at least the same standard of care that Receiving Party uses for its own confidential information, but in no event less than a standard of reasonable care.

4. **Term.** This Agreement shall cover all disclosures of Confidential Information made for the Purpose set forth above between _____ and _____ ("Disclosure Period"), unless such period is earlier terminated at the request of either party. The parties each agree that, for a period of three (3) years after the expiration of the Disclosure Period, it shall: (i) keep Confidential Information confidential; and (ii) use the Confidential Information solely for the purpose set forth above.
5. **Information Not Covered.** The foregoing shall not apply, and there shall be no obligation upon the Receiving Party, to that part of any Confidential Information that:
 - (a) is disclosed by the Disclosing Party without restriction on further dissemination or is otherwise disclosed by the Receiving Party in compliance with the terms of the Disclosing Party's prior written approval; or
 - (b) at the time of receipt by the Receiving Party was independently known or developed by the Receiving Party, or becomes independently known to the Receiving Party thereafter, and can be so documented by written records; or
 - (c) at any time becomes generally known to the public or otherwise publicly available through no fault of Receiving Party; or
 - (d) has been or is made available to Receiving Party by a third party having the lawful right to do so without breaching any obligation of nonuse or confidentiality to Disclosing Party; or
 - (e) the Receiving Party is required to disclose pursuant to an order of a judicial or administrative authority, or to comply with applicable laws or regulations, , provided that the Receiving Party (i) promptly notifies the Disclosing Party, and (ii) cooperates reasonably with the Disclosing Party's efforts to contest or limit the scope of such disclosure.
6. **Return of Confidential Information.** Upon expiration of the Disclosure Period, the Receiving Party shall, at the direction of the Disclosing party, either destroy or return the Confidential Information, including all copies and summaries thereof except that one copy of the Confidential Information may be retained by Receiving Party for the sole purpose of ensuring compliance with the confidentiality obligations contained

herein. The Receiving Party shall have no obligation to retain the Confidential Information for any specified period of time after termination of this Agreement.

7. **No Agency or Promise of Future Commitment.** Nothing in this Agreement is intended to, or shall, create any agency, partnership or exclusive relationship between the parties. Subject to the parties' obligations specified herein, each party shall be free to independently pursue similar business opportunities. Nothing in this Agreement shall be construed as any representation or commitment that either party will engage the services of the other for any future arrangement.
8. **Entire Agreement.** 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.
9. **Assignment.** This Agreement shall be legally binding upon the undersigned, their successors, and assigns and shall not be assigned by either party except with the other party's prior written consent.
10. **Execution.** For the convenience of the parties, this Agreement may be executed by facsimile or pdf format and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both parties.

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