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CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made as of _____, 200X, by and between _____ (hereinafter referred to as "**Company A**"), a corporation duly organized under the laws of the State of _____, and having its principal place of business at _____, and _____ (hereinafter referred to as "**Appropriate Title**"), having its principal place of business

A. The parties to this Agreement have developed or acquired technical and other proprietary information relating to Research Company B Invention Case Number _____, entitled " _____ " (hereinafter referred to as "**Confidential Information**") and the parties wish to ensure that the information which may be disclosed to each other is treated in strictest confidence.

B. Each of the parties desires to receive such Confidential Information from the other for the limited purpose of evaluating the suitability of entering into a business relationship or sponsorship of research, and each party recognizes the importance of safeguarding such Confidential Information against unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the disclosures made hereunder, and covenants entered into herewith, **Company A** and **Company B** agree as follows. **Company A** and **Company B** are willing to disclose such information to each other under the following conditions:

1. Each party's Confidential Information shall be supplied to the other party in written, graphic, photographic, recorded, prototype, sample, or in any other tangible form and shall be identified as being disclosed under this Agreement. Any Confidential Information which is disclosed in oral form shall be identified as such at the time of disclosure and confirmed in written summary form within thirty (30) days after its disclosure to the receiving party.

2. As used in this Agreement, "Confidential Information" shall mean all data, samples, technical and economic information, commercialization, clinical and research strategies, trade secrets and know-how disclosed or provided by one party to the other in accordance with Paragraph 1, except such information which (a) can be shown by the receiving party to have been in its possession prior to disclosure to it by the other party; (b) at the time of disclosure hereunder is, or thereafter, becomes, through no fault of the receiving party, part of the public domain by publication or otherwise; (c) is furnished to the receiving party by a third party after the time of disclosure hereunder as a matter of right and without restriction on its disclosure; (d) is independently developed by employees or agents of the receiving party who have not had access, direct or indirect, to the Confidential Information received from the other; (e) is furnished to others by the disclosing party without restriction on disclosure; or (f) is disclosed to a third party with the written approval of the disclosing party.

3. Each party agrees to limit its use of any Confidential Information received from the other party to the evaluation for the additional purpose of negotiating in good faith the terms and conditions of a licensing or research agreement between them, and for no other purpose unless the parties shall otherwise agree in writing. Each party agrees to not make, use, sell, offer for sale, or have made, any product or service based upon the Confidential Information provided to it without executing a licensing agreement. Each party further agrees not to reverse engineer or disassemble the technology disclosed to it.

4. Each party agrees to maintain in confidence and not to disclose any Confidential Information received from the other party other than to employees or agents who have a need to know the Confidential Information for the purpose described in Paragraph 3.

5. Each party agrees not to make any copies in whole or in part of Confidential Information or analyze samples of tangible materials included therein, which are not available on the open market or from other sources, for any purposes other than the purposes set forth in Paragraph 3, and will, upon request by the disclosing party, return all tangible materials furnished hereunder and any notes or memoranda of conversations relating thereto, including any copies thereof.

6. The party receiving Confidential Information under this Agreement shall be held to the same standard of care in protecting such information as the receiving party normally employs to preserve and safeguard its own Confidential Information of similar kind.

7. The obligation of the parties under this Agreement shall terminate on the fifth anniversary of the date of this Agreement.

8. No right or license under any patent application, patent or other proprietary right is granted hereunder by implication or otherwise.

9. This Agreement may not be changed or modified or released, discharged, abandoned, or otherwise terminated in whole or in part, except by an instrument in writing signed by a duly authorized officer of each of **Company A** and **Company B**.

10. This Agreement shall be construed under the laws of the State of New York. IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Company B

By: Date: _____

Title: _____

Company A

By: Date: _____

Title: _____