

CONFIDENTIAL DISCLOSURE AGREEMENT

This AGREEMENT is made by and between the University of Connecticut, c/o the Center for Science and Technology Commercialization, having an office at 263 Farmington Ave., Farmington, CT 06030-6207 (hereinafter referred to as the “DISCLOSER”) and _____, having a principal place of business at _____ (hereinafter referred to as “RECIPIENT”).

WITNESSETH:

WHEREAS, DISCLOSER is in possession of certain information relating to _____ (hereinafter referred to as “ABC”); and,

WHEREAS, RECIPIENT desires to receive said information on a confidential basis for the purpose of evaluating its interest in serving as a licensee for the commercialization of the ABC, and

WHEREAS, DISCLOSER is willing to disclose certain information it possesses on the ABC to RECIPIENT, under the terms and conditions set forth herein, so that RECIPIENT may be enabled to effectively evaluate its interests and capabilities in commercializing the ABC.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term “Confidential Information” shall mean any and all information, data or know-how, whether in written or in oral form and whether technical or non-technical, as well as any sample, which relates to ABC, provided, however, that the oral disclosure to Recipient of any information, data or know-how may be followed within thirty (30) days by a written document, substantially disclosing the same, to confirm that such information, data or know-how is to be considered “Confidential Information”. All materials considered to be confidential shall be clearly marked with the legend “Confidential and Proprietary Information of University of Connecticut”, or a legend equivalent thereto.
2. DISCLOSER warrants that it has the full and unconditional right to disclose to RECIPIENT the Confidential Information covered by this AGREEMENT.
3. After the execution of this AGREEMENT, DISCLOSER may disclose to RECIPIENT Confidential Information for the sole purpose of enabling RECIPIENT to perform the scope of work described in the Preamble of this Agreement. RECIPIENT agrees for a period of six (6) years from the effective date of this Agreement:

- a) not to use the Confidential Information which it receives for any purpose other than the performance of the scope of work described herein;
 - b) to treat the Confidential Information which it receives as it would its own proprietary information of like nature; and,
 - c) to take all reasonable precautions to prevent the disclosure of the Confidential Information which it receives to any third party, other than Affiliated Companies which agree to be bound by the terms of this AGREEMENT as if they had themselves executed it as a party, absent the prior written consent of DISCLOSER.
4. RECIPIENT shall be relieved of any and all obligations under Paragraph 3 of this Agreement regarding Confidential Information which:
- a) was independently known to RECIPIENT prior to receipt hereunder; or
 - b) is generally available to the public at the time of disclosure to RECIPIENT or, after disclosure hereunder, becomes generally available to the public through no fault attributable to RECIPIENT; or
 - c) is hereafter made available to RECIPIENT by any third party having a right to do so; or
 - d) was independently generated by RECIPIENT or an Affiliated Company by persons who have not had access to or knowledge of the Confidential Information disclosed hereunder.
5. Nothing in this AGREEMENT shall be construed as granting any license or right under any patent rights or as representing any commitment by either party to enter into any license agreement, by implication or otherwise.
6. RECIPIENT agrees to return promptly to DISCLOSER, upon request or upon termination of this Agreement, all the Confidential Information received from DISCLOSER.
7. This AGREEMENT shall constitute the entire understanding between the parties with respect to the Confidential Information.
8. This AGREEMENT shall be construed and interpreted in accordance with the laws of the United States and the State of Connecticut.
9. This AGREEMENT shall have as its effective date the date upon which both parties have become signatories hereto and shall terminate one (1) year after such effective date or on such earlier date as may be stipulated by the DISCLOSER. Notwithstanding the duration of agreement stipulated herein, RECIPIENT's obligations under Paragraph 3 shall survive the termination date of this Agreement.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as of the respective dates written below.

UNIVERSITY OF CONNECTICUT HEALTH CENTER - "DISCLOSER"

(Signature) (Date)

Name: Michael F. Newborg
Title: Executive Director
Center for Science and Technology Commercialization

READ AND ACKNOWLEDGED BY:

(Signature) (Date)

Name: _____
Title: _____

XXXXXXXXXXXXXXXXXXXXXXXXX - "RECIPIENT"

(Signature) (Date)

Name: _____
Title: _____