

CONFIDENTIALITY AGREEMENT

Effective as of _____, _____ ("SCHOOL") and

_____ hereby agree as follows:

1. SCHOOL and _____ have determined that it is necessary and desirable that they exchange certain Confidential Information between them.
2. As used herein, the term "Confidential Information" means any and all Confidential Information which is disclosed by either party to the other in writing marked "CONFIDENTIAL" or, if first disclosed orally or by observation, is identified at the time of disclosure as being confidential and so confirmed in writing within thirty (30) days from the date of disclosure.
3. The recipient of Confidential Information agrees not to disclose such Confidential Information to any third party and to use at least the same level of care as it exercises with respect to its own Confidential Information, but not less than a reasonable degree of care, to prevent the disclosure of the Confidential Information to any third party.
4. The mutual obligations of confidentiality as set forth in Paragraph 3 above shall terminate with respect to any particular portion of Confidential Information when the recipient thereof can document that:
 - a) it was in the public domain at the time of disclosure hereunder;
 - b) it entered the public domain, through no fault of the recipient, after disclosure hereunder;
 - c) it was already in the recipient's possession free of any obligation of confidentiality at the time of disclosure and was not previously acquired directly or indirectly from the party disclosing the same hereunder;
 - d) it was developed by employees of the recipient independently and without reference to any Confidential Information obtained hereunder; or
 - e) it was disclosed to the recipient without any confidentiality restriction by a third party having the bona fide right to make such disclosure.
5. Notwithstanding the foregoing, recipient may disclose Confidential Information if it is the subject of a subpoena or demand for production of documents in connection with any suit, arbitration proceeding, administrative procedure or before any governmental agency. In such event, recipient shall promptly notify the disclosing party and shall cooperate with the disclosing party in its attempts to protect the confidentiality of the Confidential Information such as by seeking a protective order from a court of competent jurisdiction.
6. All materials including, without limitation, documents, drawings, models, apparatus, samples, sketches, designs, and lists furnished to either party by the other and which contain or embody Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party promptly at its request with all copies made thereof, provided that SCHOOL and _____ may keep one copy in a safe for archival purposes.
7. Except for the mutual obligations of confidentiality as set forth in paragraph 3 above, this Agreement does not create any other obligation or confer any license or other right on either party with respect to any intellectual-property asset of the other party.

8. Each of SCHOOL and _____ agrees not to export, directly or indirectly, any technical data acquired from the other under this Agreement, or any products made utilizing any such data, to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.

9. This Agreement shall be construed and enforced in accordance with the laws of the State of _____ without regard to its conflicts-of-law provisions.

10. In addition to all of the remedies otherwise available to a disclosing party, including, but not limited to, recovery of damages incurred in the enforcement of this Agreement, a disclosing party shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions of this Agreement. All of a disclosing party's remedies for breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies. A receiving party acknowledges and agrees that a disclosing party's rights under this Agreement are special and unique and that any violation of this Agreement by a receiving party would not be adequately compensated by money damages alone. Upon termination or breach of this Agreement all copies Software and all copies of the Documentation shall be returned to a disclosing party within 5 business days. A receiving party agrees that this obligation to return all copies of the Software and the documentation therefor shall be enforceable by a mandatory injunction entered without any bond.

IN WITNESS WHEREOF, SCHOOL and _____ have caused this Agreement to be executed in duplicate by their respective, duly authorized officers in the spaces provided below.

[School Organization]

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____