

UNIVERSITY OF MASSACHUSETTS
CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement, dated as of _____, is between the University of Massachusetts, as represented by its Medical Center and

_____.

Each party intends to disclose certain confidential information to the other party so that each party may evaluate a proposed business relationship between them.

In consideration of each party making such confidential information available to the other party, the parties hereby agree as follows:

1. As used in this Agreement, the term "Confidential Information" means any technical or business information furnished by one party (the "Disclosing Party") to the other party (the "Receiving Party") pursuant to this Agreement and specifically designated as confidential. Such Confidential Information may include, without limitation, trade secrets, know-how, inventions, technical data or specifications, testing methods, business or financial information, research and development activities, product and marketing plans, and customer and supplier information. Confidential Information that is disclosed in writing shall be marked with a legend indicating its confidential status. Confidential Information that is disclosed orally or visually shall be documented in a written notice prepared by the Disclosing Party and delivered to the Receiving Party within thirty (30) days of the date of disclosure; such notice shall summarize the Confidential Information disclosed to the Receiving Party and reference the time and place of disclosure.

2. The Receiving Party agrees that it shall:

(a) maintain all Confidential Information in strict confidence, except that the Receiving Party may disclose or permit the disclosure of any Confidential Information to its directors, officers, employees, consultants, and advisors who are obligated to maintain the confidential nature of such Confidential Information and who need to know such Confidential Information for the purposes of this Agreement;

(b) use all Confidential Information solely for the purposes of this Agreement;
and

(c) allow its directors, officers, employees, consultants, and advisors to reproduce the Confidential Information only to the extent necessary for the purposes of this Agreement, with all such reproductions being considered Confidential Information.

3. The obligations of the Receiving Party under Section 2 above shall not apply to the extent that the Receiving Party can demonstrate that certain Confidential Information:

(a) was in the public domain prior to the time of its disclosure under this Agreement;

(b) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party;

(c) was independently developed or discovered by the Receiving Party without use of the Confidential Information;

(d) is or was disclosed to the Receiving Party at any time, whether prior to or after the time of its disclosure under this Agreement, by a third party having no fiduciary relationship with the Disclosing Party and having no obligation of confidentiality with respect to such Confidential Information; or

(e) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, provided that the Disclosing Party receives prior written notice of such disclosure and that the Receiving Party takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure.

4. The Receiving Party acknowledges that the Disclosing Party (or any third party entrusting its own confidential information to the Disclosing Party) claims ownership of the Confidential Information disclosed by the Disclosing Party and all patent, copyright, trademark, trade secret, and other intellectual property rights in, or arising from, such Confidential Information. No option, license, or conveyance of such rights to the Receiving Party is granted or implied under this Agreement. If any such rights are to be granted to the Receiving Party, such grant shall be expressly set forth in a separate written instrument.

5. Upon the conclusion of the evaluation of a proposed business relationship between the Parties, or earlier at the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the Receiving Party, except that the Receiving Party may retain one copy of the Confidential Information in the possession of its legal counsel solely for the purpose of monitoring its obligations under this Agreement. The obligations set forth in this Agreement shall remain in effect for a period of five years after such termination by either party, except that the obligation of the Receiving Party to return Confidential Information to the Disclosing Party shall survive until fulfilled.

6. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Acknowledged and agreed:

THE UNIVERSITY OF MASSACHUSETTS

Legal Name of Other Organization

By: _____
Name:
Title:

By: _____
Name:
Title: