

SYRACUSE UNIVERSITY MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "Agreement") is dated as of _____, 20__ between Syracuse University, an educational institution in the State of New York and _____.

RECITALS

- A. The Parties desire to have discussions for the purpose of evaluating possible research arrangements.
- B. In connection with such discussions, each party may disclose valuable proprietary information relating to such party's operations and businesses.
- C. Each party would like to protect the confidentiality of, maintain its rights in, and prevent the unauthorized use and disclosure of such information. Each party is referred to in this Agreement as DISCLOSER with respect to information disclosed by such party. Each party is referred to in this Agreement as RECEIVER with respect to information received by such party.

AGREEMENT

The Parties hereby agree as follows:

SEC. 1. CONFIDENTIAL INFORMATION

As used in this Agreement, CONFIDENTIAL INFORMATION means any information disclosed by or relating to DISCLOSER, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to the technology, customers, business plans, promotional and marketing activities, finances and other business affairs of DISCLOSER), that generally is not known to the public. CONFIDENTIAL INFORMATION may be contained in tangible materials, such as drawings, models, data, specifications, reports, compilations and computer programs, or may be in the nature of unwritten knowledge. In addition, CONFIDENTIAL INFORMATION includes all information that RECEIVER may obtain by walk-through examination of DISCLOSER'S premises.

SEC. 2. USE OF CONFIDENTIAL INFORMATION

RECEIVER will keep the CONFIDENTIAL INFORMATION in confidence and, except as expressly provided in this Agreement, will not disclose it to anyone without DISCLOSER'S prior written consent. RECEIVER will not use, or permit others to use, CONFIDENTIAL INFORMATION for any purpose other than that for which it was disclosed. RECEIVER will use its best efforts to avoid disclosure, dissemination or unauthorized use of CONFIDENTIAL INFORMATION.

SEC. 3. EXCEPTIONS

The provisions of Section 2 will not apply to any CONFIDENTIAL INFORMATION that (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to RECEIVER at the time of its receipt from DISCLOSER; (c) is rightfully received from a third party who did not acquire or disclose such information by wrongful or tortuous act; or (d) can be shown by documentation to have been, independently developed by RECEIVER without reference to any CONFIDENTIAL INFORMATION.

SEC. 4. DISCLOSURES TO GOVERNMENTAL ENTITIES

If RECEIVER becomes legally obligated to disclose CONFIDENTIAL INFORMATION to any governmental entity with jurisdiction over it, RECEIVER will give DISCLOSER prompt written notice

sufficient to allow DISCLOSER to seek a protective order or other appropriate remedy. RECEIVER will disclose only such information as is legally required and will use its reasonable best efforts to obtain confidential treatment for any CONFIDENTIAL INFORMATION that is so disclosed.

SEC. 5. OWNERSHIP OF CONFIDENTIAL INFORMATION

All CONFIDENTIAL INFORMATION will remain the exclusive property of DISCLOSER, and RECEIVER will have no rights, by license or otherwise, to use the CONFIDENTIAL INFORMATION except as expressly provided herein.

SEC. 6. RETURN OF CONFIDENTIAL INFORMATION

RECEIVER promptly will return all tangible material embodying CONFIDENTIAL INFORMATION (in any form and including, without limitation, all summaries, copies and excerpts of CONFIDENTIAL INFORMATION) upon the earlier of (i) the completion or termination of the dealings between the parties and (ii) DISCLOSER'S written request.

SEC. 7. INJUNCTIVE RELIEF

RECEIVER acknowledges that disclosure or use of CONFIDENTIAL INFORMATION in violation of this Agreement could cause irreparable harm to DISCLOSER for which monetary damages may be difficult to ascertain or an inadequate remedy. RECEIVER therefore agrees that DISCLOSER will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Agreement.

SEC. 8. LIMITED RELATIONSHIP

This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Neither party will act as an agent of the other party by reason of this Agreement.

SEC. 9. CUMULATIVE OBLIGATIONS

RECEIVER's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to DISCLOSER, whether express, implied, in fact or in law.

SEC. 10. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the parties.

SEC. 11. SCOPE; TERMINATION

This Agreement is intended to cover CONFIDENTIAL INFORMATION disclosed by DISCLOSER both prior and subsequent to the date hereof. This Agreement automatically will terminate upon the completion or termination of dealings between DISCLOSER and RECEIVER; provided, however, that RECEIVER's obligations with respect to DISCLOSER's CONFIDENTIAL INFORMATION will survive completion or termination of the dealings between the parties.

SEC. 12. NONWAIVER

Any failure by DISCLOSER to enforce RECEIVER's strict performance of any provision of this Agreement will not constitute a waiver of DISCLOSER's right to subsequently enforce such provision or any other provision of this Agreement.

SEC. 13. GOVERNING LAW, SERVICE OF PROCESS AND VENUE

The parties hereto intend that this Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and wholly performed within New York by persons domiciled in New York. The parties hereto each consent to the venue and jurisdiction of any state or federal court located in New York. Each party agrees that service of process may be made upon it wherever it can be located or by certified mail directed to its address for notices under this Agreement. This provision is permissive, not mandatory, and each party reserves the right to bring any action, proceeding, or other matter arising directly or indirectly hereunder against the other party wherever they might be found or might otherwise be subject to jurisdiction.

SEC. 14. ATTORNEY'S FEES AND COURT COSTS

If any suit or action arising out of or related to this Agreement is brought by either party, the prevailing party shall be entitled to recover the costs and fees (including without limitation reasonable attorney fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party in such suit or action, including, without limitation, any post-trial or appellate proceeding.

SEC. 15. NOTICES

Unless a party changes its address by giving notice to the other party, notices shall be delivered at the address set forth below each party's respective signature.

SEC. 16. SEVERABILITY

If any provision of this Agreement is found to be invalid under any applicable statute or rule of law, then such provision shall be deleted from this Agreement and this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MUTUAL NONDISCLOSURE AGREEMENT as of the date first set forth above.

BY: SYRACUSE UNIVERSITY
NAME: _____
TITLE: _____
ADDRESS: _____

BY: _____
NAME: _____
TITLE: _____
ADDRESS: _____
