

NON-DISCLOSURE AND NON-USE AGREEMENT

PARTIES:

(1) _____ ("COUNSELOR")
(*name of Counselor*)

(*address of Counselor*)

(2) _____ ("CLIENT")
(*name of Client*)

(*address of Client*)

EFFECTIVE DATE: _____

PURPOSE:

(A) The Parties are willing to discuss scientific research in the public domain and their past and/or current research activities for the purpose of professional consultation (hereinafter the "Purpose").

(B) During these discussions, the Parties will disclose to the each other certain Confidential Information pertaining to the Purpose.

(C) The discussions shall be held under this Agreement only with the abovementioned individuals.

NOW THEREFORE, the parties hereto agree as follows:

1. **"Confidential Information"** shall mean information in relation with the Purpose regarding or related to COUNSELOR's or CLIENT's technologies, scientific and technical results, know how, businesses or products, considered by their respective owner as being confidential, and clearly labeled as confidential by the Disclosing Party at the time of disclosure or, in case of oral disclosure, declared as being confidential at the time of disclosure.

"Disclosing Party" shall mean the Party that discloses Confidential Information to the other Party to this Agreement.

"Receiving Party" shall mean the Party that receives Confidential Information from the other Party to this Agreement.

2. The Receiving Party agrees:
 - to receive, treat and keep Confidential Information in confidence;
 - to refrain from using it directly or indirectly otherwise than for the Purpose or for a possible cooperation between the Parties;
 - not to disclose such Confidential Information to any other person, organization or entity without the prior written consent of the Disclosing Party.
3. The obligations imposed upon the Receiving Party by this Agreement shall not apply to any Confidential Information or portion thereof disclosed by the Disclosing Party for which the Receiving Party is able to prove that:
 - it was in the public domain or public knowledge at the time it was transmitted to the Receiving Party;
 - it later fell into the public domain or public knowledge for reasons other than an action or omission attributable to the Receiving Party that is a breach of this Agreement;
 - it was already in the Receiving Party's possession, without any limitation regarding its disclosure at the time it was transmitted to the Receiving Party by the Disclosing Party, provided that such prior possession is supported by written evidence;
 - it was obtained in good faith and without any commitment relating to confidentiality from a third party entitled to disclose it.
 - is or was independently developed by the Receiving Party without use of Confidential Information of the Disclosing Party.

Such obligation shall neither apply to any portion of Confidential Information required to be disclosed as a result of a court order or pursuant to a government action, provided that the Receiving Party shall inform the Disclosing Party of any such order or action to give the Disclosing Party the opportunity to request a protective order.

4. The Confidential Information shall remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting to the Receiving Party any license or right of any kind with respect to the Confidential Information or any intellectual property of the Disclosing Party. All Confidential Information is provided on an AS IS basis, and all warranties, express or implied, pertaining in particular to, but not limited to, accuracy, fitness for a particular purpose, non-infringement, are hereby disclaimed. Furthermore, the Receiving Party agrees it shall remain responsible for all conclusions it derives from the Confidential Information and that the Disclosing Party shall have no liability hereunder with respect the Confidential Information or any use thereof by the Receiving Party. The signing of this Agreement and any exchange of Confidential Information do not imply any commitment of any Party to conclude a collaboration agreement or any other agreement.
5. The Receiving Party acknowledges that unauthorized disclosure of Confidential Information may cause the Disclosing Party irreparable harm for which monetary damages may not be a sufficient remedy and that the Disclosing Party may be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
6. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year. Either Party shall have the right to terminate this Agreement at any time upon ten (10) business day's

prior written notice. The confidentiality obligations under this Agreement shall remain in effect with respect to any particular Confidential Information five (5) years after the disclosure of such information by the Disclosing Party.

This Agreement is executed in two originals and duly signed by the authorized representatives of the Parties hereto, as printed below:

COUNSELOR

Place and date: _____

Signature: _____

Name and title: _____

CLIENT

Place and date: _____

Signature: _____

Name and title: _____