This Agreement, effective as of _________________ ("Effective Date"), is between the University of Massachusetts (the "Disclosing Party"), as represented by its [name of campus], and _____________________________________ (the "Receiving Party").

Within [time period] after the Effective Date (the "Term"), the Disclosing Party intends to disclose certain confidential information to the Receiving Party regarding [specify technology to be disclosed, including docket numbers] so that the Receiving Party may [specify purpose of disclosure -- e.g., "evaluate certain technology of the Disclosing Party" or "evaluate a proposed business relationship"].

In consideration of the Disclosing Party making such confidential information available to the Receiving Party, the Receiving Party hereby agrees as follows:

1. As used in this Agreement, the term "Confidential Information" means any technical or business information furnished by the Disclosing Party to the Receiving Party pursuant to this Agreement, regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic, or other form. 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.

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 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 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;
EXAMPLE PURPOSES ONLY NOT FOR EXECUTION

(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. At the end of the Term, 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. The obligations set forth in this Agreement shall remain in effect for a period of five years after the expiration of the Term or earlier 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:

UNIVERSITY OF MASSACHUSETTS

[Legal Name of Other Organization]

By: _________________________________  By: _________________________________
Name: _______________________________  Name: _______________________________
Title: _______________________________  Title: _______________________________