

UNIVERSITY OF MASSACHUSETTS'
MEDICAL DEVICE DEVELOPMENT CENTER
and

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement, effective as of the _____ day of _____ 2009 (“Effective Date”), is between the University of Massachusetts, as represented by its Massachusetts Medical Device Development Center, doing business at 1 University Avenue, Lowell, MA 01854 and _____ doing business at _____.

The parties intend to exchange and evaluate confidential technologies specifically relating to technologies involving _____, and commercial applications of such technology so that each party may evaluate possible collaborations which may involve application for federal grants.

In consideration of each party making Confidential Information available to the other party, the parties agree as follows:

1. “Confidential Information” means any technical or business information furnished by one party to the other pursuant to this Agreement that is specifically designated as confidential. The disclosing party shall clearly mark written Confidential Information with a legend indicating its confidential status. The disclosing party shall document Confidential Information that is disclosed orally or visually in a written notice and deliver the notice to the receiving party within fifteen (15) days after the disclosure. All orally and visually disclosed Confidential Information will be identified as Confidential at the time of presentation. In the notice, the disclosing party shall summarize the Confidential Information and reference the date and place of the disclosure.

2. Obligations and Limitations.

(a) The receiving party shall maintain Confidential Information in confidence, except that the receiving party may disclose or permit the disclosure of Confidential Information to its directors, officers, employees, consultants, and advisors who are obligated to maintain its confidential nature and who need to know the Confidential Information for purposes of this Agreement, and (b) the receiving party may only reproduce Confidential Information to the extent necessary to carry out the purposes of this Agreement.

3. Exceptions. The obligations of Section 2 do not apply to the extent the receiving party can demonstrate that Confidential Information:

- (a) was publicly known prior to the time of its disclosure under this Agreement;
- (b) became publicly known after its disclosure under this Agreement through means other than

an unauthorized disclosure by the receiving party; (c) was previously known to or independently developed or discovered by the receiving party without use of the Confidential Information; (d) is or was disclosed to the receiving party by a third party having no obligation of confidentiality with respect to the Confidential Information; or (e) must be disclosed to comply with applicable laws or regulations or with a court or administrative order, as long as the receiving party uses reasonable efforts under the circumstance to notify the disclosing party and to provide or afford the disclosing party the opportunity to obtain such protective orders or other relief as the court or other entity may grant.

4. Ownership; No License. The receiving party acknowledges that the disclosing party (or a third party entrusting Confidential Information to the disclosing party) owns the Confidential Information and all patent, copyright, trademark, trade secret, and other intellectual property rights associated with the Confidential Information. Neither party grants an option, license, or conveyance of any intellectual property rights to the receiving party under this Agreement.

5. Term. This agreement starts on the Effective Date, unless earlier terminated, shall remain in force and effect for a period of one (1) year.

6. Return of Confidential Information; Obligations. At the end of the Term, or earlier at the request of the disclosing party, the receiving party shall return all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in its possession or control. However, the receiving party may retain one copy of the Confidential Information in the possession of its legal counsel solely to monitor its obligations under this Agreement. The obligations of this Agreement remain in effect for two (2) years following the date of disclosure.

7. Governing Law. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of laws provisions.

8. Export regulations. Each party agrees to comply with the Export Regulations of the Department of Commerce and the International Traffic in Arms Regulations of the U.S. Department of State in handling and dealing with Confidential Information received under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date set forth above.

THE UNIVERSITY OF MASSACHUSETTS

By: _____
Name: Stephen P. McCarthy
Title: Director, M2D2
Date: _____

By: _____
Name: _____
Title: _____
Date: _____