

# CONFIDENTIALITY AGREEMENT

This Agreement, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and among the University of Tennessee Research Foundation, UT Conference Center, Suite 211, 600 Henley Street, Knoxville, Tennessee 37996-4122 ("UTRF"); The University of Tennessee, a public higher education institution and agency of the State of Tennessee with a principal office in Memphis, Shelby County, Tennessee ("UNIVERSITY"); and **(INSERT COMPANY HERE), (INSERT ADDRESS HERE)** (hereinafter referred to as "COMPANY"). The parties intend to enter into discussions regarding the following technology:

**(INSERT TECHNOLOGY HERE)**

In the course of or to facilitate such discussions, a party ("DISCLOSING PARTY") may disclose to another party ("RECEIVING PARTY") data, information, tangible materials, and/or documents related to the DISCLOSING PARTY's products, technologies, know-how, marketing activities, business and product development and the like (hereinafter referred to collectively as "INFORMATION").

The RECEIVING PARTY agrees that for a period of three (3) years from the date of disclosure of each item of INFORMATION hereunder, it will not, except to the extent authorized by the DISCLOSING PARTY in writing, (1) undertake research, development, or trials with respect to such INFORMATION; (2) use such INFORMATION for any purpose other than to facilitate its participation in the discussions described above; or (3) disclose such INFORMATION to any third party. Notwithstanding the foregoing, it is agreed that such restrictions on use and disclosure shall not apply to any INFORMATION which (as shown by appropriate documentation): (a) is already legally known to the RECEIVING PARTY at the time of disclosure by the DISCLOSING PARTY and was not acquired, directly or indirectly from the DISCLOSING PARTY; (b) at the time of disclosure to the RECEIVING PARTY or subsequent thereto is generally available to the public other than by an act or omission on the part of the RECEIVING PARTY; (c) subsequent to disclosure is properly obtained by RECEIVING PARTY from a third party having no confidentiality obligation to the DISCLOSING PARTY; or (d) is required by law (including the Tennessee Public Records Act, T.C.A. §10-7-503 et seq.) to be disclosed.

Nothing contained in this Agreement will be construed as creating an express or implied license to practice INFORMATION. The parties acknowledge that the execution of this Agreement does not obligate any party to disclose INFORMATION to another party.

Upon the written request of the DISCLOSING PARTY, the RECEIVING PARTY shall return all INFORMATION received in tangible form under this Agreement, except the RECEIVING PARTY may retain one copy of such INFORMATION in its files for the sole purpose of determining its obligations under this Agreement.

Notwithstanding any other provision herein, this Agreement shall not apply to the exchange of INFORMATION between UTRF and the UNIVERSITY except the exchange between them of COMPANY's INFORMATION. No party to this Agreement shall be liable for any breach of this Agreement by another party.

The term of this Agreement shall be for a period of one (1) year from the date hereinabove first written.

This Agreement is deemed to have been made in the State of Tennessee, United States of America, and shall be interpreted and construed and any legal relations created hereunder shall be determined in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**(INSERT COMPANY HERE)**  
("COMPANY")

By: \_\_\_\_\_

(INSERT PERSON HERE)  
(INSERT TITLE HERE)

Date: \_\_\_\_\_

**THE UNIVERSITY OF TENNESSEE** ("UNIVERSITY")

By: \_\_\_\_\_

David M. Stern, MD  
Interim Vice Chancellor for Research

Date: \_\_\_\_\_

**UNIVERSITY OF TENNESSEE**  
**RESEARCH FOUNDATION** ("UTRF")

By: \_\_\_\_\_

Dr. Richard Magid  
Vice President

Date: \_\_\_\_\_