

**CONFIDENTIALITY AGREEMENT**

This Agreement, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between The University of Tennessee, an educational corporate agency of the State of Tennessee with a principal office at 62 South Dunlap, Suite 300, Memphis, TN, 38163 (“UNIVERSITY”); and \_\_\_\_\_, a \_\_\_\_\_ corporation, with principal offices at \_\_\_\_\_ (hereinafter referred to as “COMPANY”). The parties intend to enter into discussions regarding \_\_\_\_\_.

In the course of or to facilitate such discussions, a party (“DISCLOSING PARTY”) may disclose to the other 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 which are so marked or identified as confidential and export-controlled, if applicable, at the time of disclosure (hereinafter referred to collectively as “INFORMATION”).

The RECEIVING PARTY agrees that for a period of ten (10) 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) is received from a third party without restrictions regarding disclosure, unless the RECEIVING PARTY has actual knowledge that such third party is not authorized to disclose such information without restriction; 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 such copies of such INFORMATION in its files as may be required for legal or audit purposes.

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.

\_\_\_\_\_  
 (“COMPANY”)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

THE UNIVERSITY OF TENNESSEE  
 (“UNIVERSITY”)

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

Name: Leonard R. Johnson, Ph.D.  
 Title: Vice Chancellor for Research

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