

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This AGREEMENT, with an effective date as of this ____ day of _____ 2008, is between the University of South Florida Board of Trustees, a public body corporate ("USF") having an address at 3802 Spectrum Boulevard, Suite 100, Tampa, Florida 33612 and _____ ("*insert reference name of Party 2 here*") having an address at _____.

USF and _____ are willing to exchange proprietary information for the purposes of discussing _____ in connection with a current or contemplated sponsored research contract or other business activities ("Purpose").

One party ("Recipient") may be provided, shown or observe Confidential Information (defined below) relating to Purpose owned by the other party ("Provider"). "Confidential Information" shall mean any and all information and data in any form, provided or disclosed (whether or not purposefully) or otherwise discovered by either party, including , without limitation, proprietary information and materials (whether or not patentable), business and process information, financial information, marketing and sales information, client and customer information, valuation information, technical information and know-how, computer files, computer printouts, computer programs (in any form), computer programming techniques, drawings, specifications, formulas, sketches, design details, ideas, evaluations, findings, methods, processes, descriptions, chemical structures, specifications and engineering material (in any format), works of authorship, inventions, research and scientific information, patents and patent applications, and any other information or materials that are of a confidential nature.

Recipient shall have no obligation with respect to information:

- which was in Recipient's possession prior to its receipt from Provider, as evidenced by written or electronic records;
- after such information becomes publicly known or available through no breach of this Agreement by Recipient;
- after the same information is acquired by Recipient from a third party without notice or restrictions of confidentiality;
- after the same information is independently developed by Recipient personnel to whom Provider's Proprietary Information had not been disclosed; or
- that was not clearly identified and marked as "Proprietary" or "Confidential" at the time of receipt, unless Provider identifies the proprietary nature of the information at the time of disclosure to Recipient and confirms same to Recipient in writing within fifteen (15) days of such visit or meeting. Such confirmation shall describe in detail the information, which is to be treated as Confidential Information.

Without the written consent of the Provider, Recipient agrees to hold such Confidential Information in confidence, to not disclose it to third parties, to use the Confidential Information only for the above stated Purpose. Recipient shall safeguard the Confidential Information against disclosure to others with at least the same degree of care as it exercises with its own Confidential Information of a similar nature, but not less than a reasonable degree of care.

Neither party shall use any Confidential Information of the other party to (1) reverse engineer or design around the other party's proprietary projects, materials, and products (2) use the other party's Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

The parties understand and agree that both parties shall assume liabilities based upon any copyright or patent or other rights it now possesses or may acquire concerning such Confidential Information. Nothing

contained herein shall be construed as granting or conferring any rights by license, sublicense, grant, option, transfer, or otherwise in, to, or under and Confidential Information, including without limitation, any patent or other intellectual property interest. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts., Confidential Information may pertain to prospective or unannounced products. No license or other right under any U.S. or foreign patent, copyright, or know-how is granted or implied by this Agreement.

All notices and confirmations shall be addressed to the respective parties as follows:

USF Director Division of Patents & Licensing University of South Florida 4202 East Fowler Avenue, ADM200 Tampa, Florida 33620	<i>Party 2:</i> _____ _____ _____ _____
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This Agreement shall expire one (1) year after its date of execution, and either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. However, Recipient's obligations with respect to Provider's Proprietary Information disclosed prior to expiration or termination of this Agreement shall continue for a period of five (5) year(s) after the date of first disclosure of such Proprietary Information, regardless of the expiration or termination of this Agreement.

This Agreement is the complete and exclusive statement of the understanding between the parties regarding the subject matter hereof, and it supersedes all prior or contemporaneous communications and any proprietary legends on any of Provider's materials. It may be amended only by a writing signed by both parties. This Agreement shall be interpreted and enforced according to the laws of the State of Florida.

This Agreement may be signed in two counterparts, each of which is to be considered an original, and taken together as one and the same document. This Agreement may also be signed via facsimile transmission or electronically, and signatures obtained in these manners shall be legal and binding on such parties.

University of South Florida	<i>PARTY 2</i>
Signature: _____	Signature: _____
Name: Valerie L. McDevitt, Esq.	Name: _____
Title: Director, Division of Patents & Licensing	Title: _____