

**CONFIDENTIAL DISCLOSURE AGREEMENT**  
(One-way Disclosure)

This AGREEMENT, with an effective date as of this \_\_\_ day of \_\_\_\_\_, 2008 ("Effective Date") is between the University of South Florida Board of Trustees, a public body corporate (Discloser) having an address at 3802 Spectrum Boulevard, Suite 100, Tampa, Florida 33612 and \_\_\_\_\_ (Recipient) having an address at \_\_\_\_\_.

WHEREAS, Discloser is willing to furnish Recipient certain confidential information in particular, but not limited to, \_\_\_\_\_ for analysis by Recipient for the purposes of intellectual property review and discussion and/or licensing technology (Purposes).

WHEREAS, Recipient is desirous of receiving confidential information from Discloser for such Purposes on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the above premises and the mutual undertakings hereinafter set forth, Discloser and Recipient agree as follows:

1. Discloser has or shall furnish to Recipient "Confidential Information" which shall include 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.
2. Without the written consent of the Discloser, Recipient agrees to hold such Confidential Information in confidence, to not disclose it to third parties, and 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.
3. Recipient agrees that it shall not use any Confidential Information to (a) reverse engineer or design around the Discloser's proprietary projects, materials, and products (b) use the Discloser's Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.
4. Recipient agrees neither to make nor retain copies of any tangible or written Confidential Information supplied by Discloser without Discloser's written permission. At the conclusion of discussions or upon demand by Discloser, Recipient agrees to return to Discloser all Confidential Information, including written notes, photographs or memoranda taken by it, and any copies thereof. However, one copy may be retained by Recipient's legal representatives for reference purposes and in order to comply with the terms of this Agreement.

5. Recipient agrees not to disclose any Information to others, including any employee or consultant, unless such others agree to execute and be bound by the terms of this Agreement.
6. It is understood that Recipient shall have no obligation with respect to any Information known by Recipient or generally known within the industry prior to date of this Agreement, or becomes common knowledge within the industry thereafter.
7. 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.
8. 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 Discloser'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.
9. 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 Discloser'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.

**RECIPIENT Binding Signatory**

**RECIPIENT's representative receiving and reviewing Confidential Information**

By: \_\_\_\_\_  
 Name:  
 Title:

By: \_\_\_\_\_  
 Name:  
 Title:

**University of South Florida**

Signature: \_\_\_\_\_

Name: Valerie L. McDevitt, Esq.

Title: Director, Division of Patents & Licensing