

NONDISCLOSURE AGREEMENT

1. This Nondisclosure Agreement (the "Agreement") is entered into by and between

("Disclosing Party")

and

("Receiving Party")

for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

2. For purposes of this Agreement, "Confidential Information" shall include all trade secrets and confidential information designated as such by the Disclosing Party prior or at the time any such trade secret or confidential information is transmitted to the Receiving Party. Notwithstanding the foregoing, any information transmitted by the Disclosing Party to the Receiving Party concerning:

shall constitute Confidential Information.

3. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

4. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, students and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

5. Receiving Party agrees that Disclosing Party is and shall remain the exclusive owner of the Confidential Information and all patent, copyright, trade secrets, trademark and other intellectual property rights therein. No licence or conveyance of any such rights is granted under this agreement.

6. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supercedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

7. This Agreement shall be governed in accordance with the laws of _____.

The parties consent to the exclusive jurisdiction of the courts located in _____ in any action arising out of or relating to this Agreement and waive any other jurisdiction to which either party might be entitled by domicile or otherwise

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party

Receiving Party

by _____

by _____

(Signature)

(Signature)

(Typed or Printed Name, Position)

(Typed or Printed Name, Position)

Date: _____

Date: _____