

Bilateral Letter Confidentiality Agreement

DATE, 2009

NAME
COMPANY
ADDRESS 1
ADDRESS 2
CITY STATE ZIP

Dear :

We have agreed to disclose to each other certain of our respective confidential and proprietary information relating to the following described field (hereinafter the "Field") for the sole purpose of evaluating whether we wish to enter into an agreement with each other with respect thereto:

< Brief description of what is being disclosed by either party, include Rutgers docket number if applicable >

All information, samples and other tangible and intangible property relating to the Field disclosed by one party to the other prior to or under this agreement, whether by the disclosing party or on its behalf and whether oral, written or in other form, is hereinafter referred to as the "Information".

We each hereby agree to disclose to the other certain of our respective Information in consideration of the agreement of the receiving party to treat the Information disclosed in accordance with the following terms and conditions:

1. The receiving party will not disclose the Information to any person (other than on a need-to-know basis to its employee(s) and consultant(s) provided they are bound by equivalent confidentiality and use obligations) without the express prior written consent of the authorized representative of the disclosing party.
2. The receiving party will use the Information solely for the purpose of evaluating whether it wishes to enter into an agreement with the disclosing party with respect thereto.
3. The receiving party agrees to evaluate the Information promptly and to provide the disclosing party with a decision whether it wishes to enter into a research and/or commercial agreement within 90 days of its receipt of the Information.

4. The receiving party agrees to use all reasonable efforts to safeguard the Information against unauthorized disclosure to and use by others. Such efforts will be no less than those the receiving party uses to protect its own valuable confidential and proprietary information.

5. Except for one copy of written Information, which may be retained for record verification purposes only, the receiving party will promptly return to the disclosing party all Information and all copies, facsimiles and reproductions thereof at the earlier of (i) upon the disclosing party's request, (ii) upon termination of this agreement, or (iii) upon completion of the receiving party's evaluation and determination that the receiving party has no interest in entering into a further agreement with the disclosing party, whichever is earliest.

6. Either of us may terminate this agreement upon thirty (30) days prior written notice to the other. The respective confidentiality and use obligations shall remain in effect during and after termination of this agreement for a period of five (5) years from the date of this letter agreement, except that the restrictions shall continue in effect thereafter to the extent use of Information by the receiving party would infringe any claim of any of disclosing party's patent(s) or other intellectual property rights.

The receiving party will not be prevented from using or disclosing Information as it sees fit which it can demonstrate by written records (i) was known to it prior to receipt from the disclosing party, (ii) is or becomes generally known and available to the public through no acts or omissions of the receiving party, (iii) is lawfully obtained by the receiving party from sources other than the disclosing party who were entitled to disclose such Information to the receiving party without obligation of confidentiality, or (iv) is independently developed by employees of the receiving party who have no knowledge of or access to the disclosed Information.

All legal matters relating to this agreement shall be governed by the laws of the State of New Jersey, regardless of its conflict of laws provisions. This agreement constitutes the entire understanding of the parties hereto with respect to the Information. No modification, amendment or waiver may be accomplished to the terms of this agreement, except with the prior written consent of authorized representatives of all parties.

This Agreement shall commence upon the date of this agreement and end twelve (12) months thereafter, unless terminated earlier in accordance with paragraph 6 above, or extended by mutual agreement.

Each party intends that a facsimile of its signature printed by a receiving fax machine or an electronic copy of its signature stored in a PDF software application format shall be regarded as an original signature and agrees that this Agreement can be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

Please indicate your acceptance and agreement to the foregoing terms and conditions governing the disclosure and use of the Information by signing both duplicate original copies of this letter agreement in the space provided below.

Agreed and Accepted for
Rutgers, The State University of New Jersey

Agreed and Accepted for
COMPANY

By _____

By _____

Michael J. Pazzani
Vice President for Research and
Graduate and Professional Education

NAME
TITLE

Date _____

Date _____

Name /Title of principal Rutgers employee
who will be reviewing this information