

Letter Confidentiality Agreement

(Date)

(Name and Address of Receiving Party)

Dear _____ :

You have requested that we disclose to you certain of our confidential and proprietary information relating to the following described field (hereinafter the AField@) for the sole purpose of evaluating whether you wish to enter into a research and/or commercial agreement with respect thereto:

All information, samples and other tangible and intangible property relating to the Field disclosed to you prior to or under this agreement, whether by us or on our behalf and whether oral, written or in other form, is hereinafter referred to as the AInformation@.

We hereby agree to disclose certain Information to you in consideration of your agreement to treat the Information disclosed in accordance with the following terms and conditions:

1. You will not disclose Information to any person (other than on a need-to-know basis to your employee(s) and consultant(s) provided they are bound by equivalent confidentiality and use obligations) without the express prior written consent of our authorized representative.
2. You will use the Information solely for the purpose of evaluating whether you wish to enter into an agreement with us with respect thereto.
3. You agree to evaluate the Information promptly and to provide us with a report of your evaluation within 90 days of your receipt of the Information.
4. You agree 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 you use to protect your own valuable confidential and proprietary information.
5. Except for one copy of written Information which may be retained for record verification purposes only, you will promptly return to us all Information and all copies, facsimiles and reproductions thereof at the earlier of (i) upon our request, (ii) upon termination of this agreement, or (iii) upon completion of your evaluation and determination that you have no interest in entering into a further agreement with us, whichever is earliest.
6. Either of us may terminate this agreement upon 30 days prior written notice to the other. The confidentiality and use obligations shall remain in effect during and after termination of this agreement for a period of 5 years from the date of this letter

agreement, except that the restrictions shall continue in effect thereafter to the extent use of Information would infringe any claim of any Rutgers patent or other Rutgers intellectual property rights.

You are not prevented from using or disclosing Information as you see fit which you demonstrate by written records (i) was known to you prior to our disclosing it to you, (ii) is or becomes generally known and available to the public through no acts or omissions of yours, (iii) is lawfully obtained by you from sources other than ourselves who were entitled to disclose such Information to you without obligation of confidentiality, or (iv) is independently developed by your employees who have no knowledge of or access to the 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 both parties.

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.

Very truly yours,

Rutgers, The State University of New Jersey

By _____
W. T. Adams
Director of the Office of Corporate Liaison and Technology Transfer

Agreed and Accepted

By _____

Title _____

Date _____

9/98 Version