

## MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between Duquesne University of the Holy Ghost, a Pennsylvania non-profit corporation, having an office at 505 Administration Building, Pittsburgh, PA 15282 (hereinafter referred to as "DUQUESNE") and \_\_\_\_\_(hereinafter referred to as "RECIPIENT").

WITNESSETH:

WHEREAS, DUQUESNE and \_\_\_\_\_(hereinafter referred to as the PARTIES) has made certain developments relating generally to (such developments collectively referred to as "TECHNICAL INFORMATION"); and

WHEREAS, DUQUESNE is willing to disclose certain confidential TECHNICAL INFORMATION regarding these developments to RECIPIENT for the purpose of \_\_\_\_\_, and the PARTIES are willing to receive such disclosure subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the PARTIES, intending to be legally bound hereby, agree as follows:

1. The PARTIES will take reasonable precautions in accordance with procedures they follow from time to time with respect to their own confidential information to prevent disclosure to third parties, directly or indirectly, of all or any portion of the TECHNICAL INFORMATION disclosed to either of them by the other.
2. Neither PARTY will make any use of the TECHNICAL INFORMATION disclosed to it by the other PARTY except for purposes of \_\_\_\_\_ and of working with the other PARTY as contemplated by this AGREEMENT.
3. The obligations of each PARTY as expressed in Sections 1 and 2 hereof shall not apply to (a) any information known to that PARTY prior to its receipt from the other PARTY, (b) any information lawfully obtained after the date of this AGREEMENT by a PARTY from a third party not under an obligation of confidentiality to either DUQUESNE or \_\_\_\_\_ and (c) any information which is generally available to the public in this country or which may become available to the public in this country through sources other than one of the PARTIES hereto.

4. The PARTIES agree that all tangible embodiments of TECHNICAL INFORMATION shall remain the property of the PARTY that provides or discloses it, may not be reproduced by the other PARTY without the written consent of the providing or disclosing PARTY and shall be returned to the providing or disclosing PARTY promptly upon written request made by it.

5. Each PARTY shall limit dissemination of the TECHNICAL INFORMATION received by it from the other to those of its employees whose duties justify the need for access to the information provided that such individuals have reviewed this AGREEMENT and have agreed in writing to adhere to the obligations imposed on their employer hereby.

6. This AGREEMENT grants no intellectual property rights, copyrights, patent rights or licenses, or other rights or licenses, express or implied to RECIPIENT.

7. Each PARTY'S obligations of confidentiality and use solely for purposes of \_\_\_\_\_ and of working with the other PARTY in areas of mutual interest shall continue with respect to each disclosure of TECHNICAL INFORMATION provided by one PARTY to the other PARTY for a period of five (5) years from the date of such disclosure.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate as of the date indicated above.

ATTEST

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST

DUQUESNE UNIVERSITY OF THE  
HOLY GHOST

BY \_\_\_\_\_  
ASSOCIATE ACADEMIC VICE PRESIDENT  
FOR RESEARCH

