

## 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 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 of working with DUQUESNE in areas of mutual interest, and the RECIPIENT is 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. RECIPIENT will not disclose to third parties, directly or indirectly, all or any portion of the TECHNICAL INFORMATION disclosed to RECIPIENT by DUQUESNE, except with prior written consent of DUQUESNE.
2. RECIPIENT will not make any use of the TECHNICAL INFORMATION disclosed to RECIPIENT by DUQUESNE except for the purpose of \_\_\_\_\_ and of working with DUQUESNE as contemplated by this AGREEMENT.
3. RECIPIENT'S obligations as expressed in Sections 1 and 2 hereof shall not apply to (a) any information known to RECIPIENT prior to its receipt from DUQUESNE, (b) any information lawfully obtained, after the date of this AGREEMENT by RECIPIENT from a third party not under an obligation of confidentiality to DUQUESNE, 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 RECIPIENT.

4. RECIPIENT agrees that all tangible embodiments of TECHNICAL INFORMATION shall remain the property of DUQUESNE, may not be reproduced by RECIPIENT without the written consent of DUQUESNE and shall be returned to DUQUESNE promptly upon written request made by DUQUESNE.

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

6. RECIPIENT'S obligations of confidentiality and use solely for purposes of shall continue, with respect to each disclosure of TECHNICAL INFORMATION provided by DUQUESNE to RECIPIENT, for a period of five (5) years from the date of each such disclosure.

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

ATTEST

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
TITLE

ATTEST

DUQUESNE UNIVERSITY OF THE  
HOLY GHOST

\_\_\_\_\_

BY

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