

CONFIDENTIAL DISCLOSURE AGREEMENT CDA # _____
To Protect University-Owned Confidential Information

This Confidential Disclosure Agreement, effective as of _____ 2011 ("Effective Date") is entered into by _____, a _____ corporation with principal offices located at _____ ("Company"), and Old Dominion University Research Foundation, a Virginia non-profit corporation, under contract with Old Dominion University for the performance of certain research administration and technology transfer functions ("University"), and provides the terms and conditions under which Company will receive and use University's Confidential Information, as hereinafter defined, for the sole purpose of _____ *[insert purpose here, example evaluating such Confidential Information for negotiation of a license for commercialization or negotiating a sponsored research program in -----]*. Company's employee responsible for implementing this Agreement on Company's behalf is _____.

1. "Confidential Information " is defined as University-owned samples, materials, data, information (oral or written), drawings, sketches, and other information of a secret, confidential, or proprietary nature concerning _____, *(provide a concise & adequate description of the Confidential information to be disclosed)* which information, if in tangible form, is marked or otherwise identified as "CONFIDENTIAL" at the time of disclosure to Company, or if disclosed orally or visually and identified at the time of disclosure as confidential, is summarized in tangible form, marked "CONFIDENTIAL", and transmitted to Company within thirty (30) days after the oral or visual disclosure.

2. Company agrees that Confidential Information disclosed hereunder shall be maintained in trust and confidence and shall not, directly or through others, be disclosed, copyrighted, or published. Company agrees to use all reasonable diligence to prevent disclosure of such Confidential Information to any third party (except for employees or agents of Company with a need to know who have agreed to the terms and conditions contained herein prior to obtaining access to Confidential Information) unless so authorized in writing by University, and to refrain from using this Confidential Information for any purpose other than that stated herein.

3. Company's obligations under this Agreement shall be limited to a period of Five (5) years from the date of receipt of Confidential Information. Company shall not have any obligation of confidentiality with respect to any Confidential Information that:

- (a) Was already in Company's possession on a non-confidential basis prior to receipt from University; or
- (b) Is in the public domain by public use, general knowledge or the like, or after disclosure hereunder, becomes general or public knowledge through no fault of Company; or
- (c) Is properly obtained by Company from a third party not under a confidentiality obligation to University; or
- (d) Is explicitly approved for release by written authorization of University; or
- (e) Is independently developed or discovered, without any use of University's Confidential Information; or
- (f) Is required by law or court order to be disclosed.

4. The term of exchange of Confidential Information under this Agreement shall be One (1) years from the Effective Date, unless earlier terminated by either party for any reason by providing written notice to the other party. Upon termination of this Agreement, Company will promptly return to University all tangible Confidential Information and copies thereof in Company's possession. Company's obligations under this Agreement shall survive termination of this Agreement for the period specified in Paragraph 3 above.

5. No transfer of ownership, license, express or implied, in the Confidential Information or derivatives thereof is granted to Company other than to use the Confidential Information in the manner and to the extent authorized by this Agreement.

6. This Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior written and oral communications and agreement relating to the subject matter hereof.

ACKNOWLEDGED AND AGREED

OLD DOMINION UNIVERSITY RESEARCH
FOUNDATION

COMPANY NAME

BY: _____
Authorized Signature

By _____
Authorized Signature

Ruth B. Smith; Executive Director

Title _____

Date _____

Date _____

To be signed by Principal Investigator
Read and Understood

Individual designated by company to
receive confidential information:

By _____

Printed Name

BY: _____

Signature

Date

Printed or Typed Name

Title _____

Date _____