

CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT, made this Day of , 20 between, (Hereinafter "Company") and the University of Kentucky Research Foundation (hereinafter "UKRF).

W I T N E S S E T H:

WHEREAS, UKRF is possessed of certain know-how, proprietary information, trade secrets, and samples relating to (hereinafter the "Information") and WHEREAS, UKRF desires to disclose the information to the Company and the Company desires to receive the Information for the purpose of evaluating the Information to determine the Company's interest in an agreement with UKRF to use the Information:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the parties covenant and agree as follows:

1. UKRF shall disclose the Information to the Company and the Company shall receive it as confidential information, and a confidential relationship is hereby established between the Parties. The Information shall be disclosed in written form and marked "Confidential".
2. The Company shall maintain the Information secret and confidential and not disclose it to third parties for any reason without prior written permission from UKRF. The Company agrees to evaluate the Information and agrees not to practice any of the Information for any other purpose without first entering into a written agreement with UKRF to do so. The Company shall not disclose the Information to any person or persons other than the employees and agents who have a reasonable need for access to the Information for the purpose referred to above.
3. The restrictions and obligations upon the Company under this Agreement concerning confidentiality shall expire three (3) years from the date on which the Information is first received by the Company and shall not apply to any portion of the Information which:
 - a. is known to the Company prior to receipt thereof under this Agreement, as evidenced by competent proof;
 - b. is disclosed to the Company in good faith by a third party who is in lawful possession of the Information and who has the right to make such a disclosure; or
 - c. is or shall have become part of the public domain, by publication or otherwise through no fault of the Company;
 - d. is independently developed by or for the Company by persons who did not have access to the information; or
 - e. Company is required by law to disclose, provided that Company gives UKRF reasonable notice of its intent to disclose such information.
4. Patent Rights. None of the present or potential patent rights of either party in existing Information shall be affected by this Agreement.

4.1 For any new and patentable Information which results from this Agreement, all patent rights shall belong to the party whose employee(s) made the inventions, and rights in joint inventions shall be determined in accordance with existing patent laws.

4.2 Neither party may, without consent of the other, file or prosecute any patent application that effectively discloses Information received from the other party.

5. Disclosure to Others. Nothing in this Agreement shall be interpreted as preventing either party from disclosing to third parties Information it independently develops during the term of this Agreement.

6. Termination. This Agreement may be terminated at any time by either party, and unless so terminated will remain in effect for a period of five (5) years from the date hereof. The obligations to maintain Information in confidence created by Article 2 of this Agreement shall survive termination.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day first above written.

University of Kentucky
Research Foundation

By:

Title: Director, Intellectual Property Development

By:

Title: