

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 and _____ wish to hold discussions and to conduct
an evaluation concerning _____ (hereinafter "Information"); and

WHEREAS, For the purpose of such discussions and such evaluation it will be necessary for
UKRF and _____ (hereinafter the "Parties") to
disclose to each other certain technical and commercial information which each party regards as
its confidential and proprietary information, subject to the terms and conditions contained herein.

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

1. The Parties shall disclose the Information to each other and each party 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 Parties shall maintain the Information secret and confidential and not disclose it to third parties for any reason without prior written permission from the disclosing party. The Parties agree to evaluate the Information and agree not to practice any of the Information for any other purpose without first entering into a written agreement with the disclosing party to do so. The Parties 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 Parties under this Agreement concerning confidentiality shall expire three (3) years from the date on which the Information is first received by the receiving party and shall not apply to any portion of the Information which:
 - a. is known to the receiving party prior to receipt thereof under this Agreement, as evidenced by competent proof;
 - b. is disclosed to the receiving party 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 receiving party;

d. is independently developed by or for the receiving party by persons who did not have access to the information; or

e. the receiving party is required by law to disclose, provided that the receiving party gives the providing party 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: Manager, Intellectual Property Development

By:

Title: