



SCIENCE FOR THE BENEFIT OF HUMANITY

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DATE

NAME

ADDRESS

Dear NAME:

We understand that COMPANY NAME (hereinafter "COMPANY") would like to determine its interest in certain technologies developed in the Laboratory of HOL at The Rockefeller University ("ROCKEFELLER"). Information disclosed under this Agreement is described as the information detailed in "**TITLE**" (RU File No. XXX), and other related information (the "Confidential Information"), and will be used for the sole purpose of evaluation and consideration of possible future research and licensing arrangements. You are aware that the Confidential Information regarding these technologies may constitute patentable inventions, and that they are considered to be proprietary to ROCKEFELLER. In order to protect our patent and other rights, ROCKEFELLER asks the agreement of COMPANY to the following matters before providing the Confidential Information to you.

1. For a period of five (5) years from COMPANY's acceptance of this Agreement, COMPANY shall maintain in confidence the Confidential Information hereunder and make no commercial use thereof without the prior written consent of ROCKEFELLER. COMPANY may disclose Confidential Information to those of its representatives, employees, affiliates, legal and financial advisors, agents and others acting on behalf of COMPANY who have a need to know such Confidential Information and who are under obligations of confidentiality and non-use applicable to the Confidential Information consistent with those set forth herein.

2. COMPANY's obligations with regard to non-disclosure and non-use shall not extend to any part of the Confidential Information which:

- (a) was already in the public domain or, subsequent to disclosure, becomes part of the public domain through no fault of COMPANY;
- (b) COMPANY can establish by appropriate written documentation was already known to COMPANY prior to disclosure hereunder;

- (c) is subsequently disclosed to COMPANY by a third party who obtained the same by lawful means and who is not under any restriction regarding disclosure or use; or,
- (d) is required to be disclosed by order of United States governmental authority or a court of competent jurisdiction, provided that COMPANY must cooperate with ROCKEFELLER to obtain confidential treatment of such information from such agency or court.

3. Nothing contained in this Agreement shall be construed as granting a license to COMPANY or any employee or agent thereof under any proprietary rights, which ROCKEFELLER may have with respect to the disclosure except for the limited purpose of evaluation hereunder.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, constitutes the entire agreement between the parties with respect to the subject matter described herein and may not be modified except by written agreement executed by both parties.

If the above understandings are acceptable, please sign both copies of this letter agreement and return one copy to me.

Very truly yours,

Kathleen A. Denis, Ph.D.
Associate Vice President
Technology Transfer

ACCEPTED AND AGREED:

COMPANY

Date: _____