

CONFIDENTIAL DISCLOSURE AGREEMENT CDA # _____
To Protect both Parties 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 confirms the terms and conditions under which University and Company will exchange Confidential Information, as hereinafter defined, with one another for the sole purpose of permitting each party to use the other party's Confidential Information for the purpose of insert purpose here, example evaluating such Confidential Information for negotiation of a license for commercialization or negotiating a sponsored research program in ----].

1. "Confidential Information " is defined as samples, materials, data, information (oral or written), drawings, sketches, and other information of a secret, confidential, or proprietary nature concerning _____, which information, if in tangible form, is marked or otherwise identified as "CONFIDENTIAL" by the disclosing party at the time of disclosure, or if disclosed orally or visually and identified at the time of disclosure as confidential by the disclosing party, is summarized in tangible form, marked "CONFIDENTIAL", and transmitted to the receiving party within thirty (30) days after the oral or visual disclosure.

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

3. Prior to disclosing any ITAR or "Export Control" sensitive material, disclosing party will get the written approval of the receiving party.

4. Receiving party's obligations under this Agreement shall be limited to a period of Five (5) years from the date of its receipt of Confidential Information. A receiving party shall not have any obligation of confidentiality with respect to any Confidential Information of the disclosing party that:

- (a) Was already in the receiving party's possession on a non-confidential basis prior to receipt from the disclosing party; 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 the receiving party; or
- (c) Is properly obtained by the receiving party from a third party not under a confidentiality obligation to the disclosing party; or
- (d) Is explicitly approved for release by written authorization of the disclosing party; or
- (e) Is independently developed or discovered, without any use of Disclosing Party's Confidential Information; or
- (f) Is required by law or court order to be disclosed.

5. 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, the receiving party will promptly return to the disclosing party all tangible Confidential Information and copies thereof in the receiving party's possession. Receiving party's obligations under this Agreement shall survive termination of this Agreement for the period specified in Paragraph 4 above.

6. No transfer of ownership, license, express or implied, in the disclosing party's Confidential Information or derivatives thereof is granted to the receiving party other than to use the disclosing party's Confidential Information in the manner and to the extent authorized by this Agreement.

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

ACKNOWLEDGED AND AGREED

OLD DOMINION UNIVERSITY RESEARCH FOUNDATION Company Name

BY: _____
Authorized Signature

Ruth Smith; Exec. Director

_____ 2011
Date

BY: _____
Authorized Signature

Printed Name

Title

_____ 2011
Date

Individual designated by ODURF to receive confidential information:

BY: _____
Signature

Title

_____ 2011
Date

Individual designated by company to receive confidential information:

BY: _____
Signature

Printed Name

Title

_____ 2011
Date