

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is made by and between the Public Health Service ("PHS") and the company indicated below (hereinafter "Company").

In consideration of receiving for review from PHS a copy of the U.S. Patent Application(s) and Claims bearing the serial number(s) and title(s) indicated below (hereinafter "Application(s)"), Company agrees as follows:

1. Company agrees not to disclose any portion of the Application(s) to any third party without prior written permission from PHS, shall use reasonable care to maintain the confidentiality of the Application(s) with at least the same degree of care as is exercised in respect of Company's own proprietary information, and shall disclose the Application(s) only to those of Company's employees who have a need to review the Application(s) for the purposes specified in paragraph 4 below.
2. The following information categories are excluded from the confidentiality obligation of Paragraph 1:
 - a. Information that was known to Company about the Application(s) prior to their disclosure under this Agreement;
 - b. Information about the Application(s) that is or becomes generally available to the public through no fault of Company;
 - c. Information about the Application(s) that is subsequently made available to Company from any third party that is not under a confidentiality obligation to PHS.
3. This Agreement does not grant any license rights under the Application(s).
4. Company represents that the purpose of requesting the Application(s) is only to assess interest in obtaining a license under the Application(s). Company further represents that its request for the Application(s) is not to form the basis for filing a patent application or instituting any other proceeding in any patent office or court. Company agrees not to use the information contained in the Application(s) except for the purposes stated in this Agreement.
5. Company's obligations under this Agreement shall remain in effect for seven (7) years from the date specified below.
6. Application(s) [serial number(s) and title(s)]:

UNDERSTOOD AND ACCEPTED BY COMPANY:

COMPANY: _____

By: _____
Authorized Signature Date

 Typed or Printed Name and Title

Mailing Address: _____

