

CONFIDENTIAL NON-DISCLOSURE AGREEMENT

[Bilateral]

This Agreement entered into between Brigham Young University, a Utah non-profit corporation and educational institution with its principal campus and place of business located at Provo, Utah 84602, and

_____ on the ____ day of _____, 200__ sets forth the terms and conditions for the disclosure of proprietary and confidential information by each of the parties to each other.

1. The disclosing parties (Discloser(s)) are the owners of proprietary and confidential information connected with and relating to the _____

_____ technology, which information the receiving party (Disclosee) agrees to receive and hold in confidence for purposes of evaluating the technology and making recommendations for its future development. This disclosure is not an offer for sale.

2. For purposes of this agreement, proprietary and confidential information shall include all documentation, technology, systems, processes, methods, devices and products which Discloser shall disclose or make available to or which Disclosee shall observe or learn in connection with or during any visits or tours of Discloser's offices and facilities and during discussions with Discloser's representatives, except for any information which:

- A. Was already known to the Disclosee at the time of disclosure by the Discloser;
- B. Was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Disclosee;
- C. Became generally available to the public or otherwise part of the public domain after its disclosure other than through any act or omission of the Disclosee in breach of this Agreement;
- D. Was subsequently, lawfully disclosed to the Disclosee by a third party;
- E. Is ordered disclosed by a court of competent jurisdiction.

3. Disclosee shall not disclose any proprietary and confidential information to any other person without first obtaining the prior written consent of Discloser for a period of two (2) years from the date of this disclosure, nor shall Disclosee copy or record the proprietary and confidential information disclosed hereunder by any mechanical or other means,

including, but not limited to, written, photostatic, photographic, electronic, or audiographic means without prior written approval of Discloser.

4. All confidential information made available to or acquired by Disclosee hereto, including copies thereof, shall be immediately returned to the Discloser upon the first to occur of (a) completion of the relationship in connection with which such confidential information was acquired, or (b) written request.

5. If it becomes necessary for Discloser to enforce the terms of this Agreement, Disclosee shall be obligated to pay all costs reasonably incurred in pursuing such enforcement including attorney's fees and costs of court.

6. Disclosee agrees that breach of this Agreement shall cause immediate and irreparable harm to Discloser and further agrees that Discloser may enjoin Disclosee from further or continued breach of this Agreement.

BRIGHAM YOUNG UNIVERSITY:

DISCLOSEE:

Technology Transfer Office

Company Name

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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