

CONFIDENTIAL DISCLOSURE AGREEMENT

AGREEMENT made as of this _____ day of _____, 2002, by and between the University of South Alabama, a not-for profit institution of higher education, having its place of business at 307 University Boulevard, Mobile, AL 36688-0002 (hereinafter referred to as "USA") and _____ (hereinafter referred to as "COMPANY").

Witnesseth

WHEREAS, USA owns and/or represents the owner(s) of certain valuable, proprietary information (hereinafter referred to as "INFORMATION") comprising technology, knowledge, know-how, reagents and/or patent applications concerning (description of technology, information, etc). Such INFORMATION is the basis for potential (type of product , eg therapeutic, diagnostic, device, etc).

WHEREAS, COMPANY desires to receive such INFORMATION, in order to evaluate whether it wishes to acquire the rights to develop and market (type of product, e.g. therapeutic, diagnostic, device, etc) based on the INFORMATION.

WHEREAS, USA is willing to disclose to COMPANY such of the INFORMATION as may be necessary to permit COMPANY to complete the aforesaid evaluation.

NOW, THEREFORE, USA and COMPANY, in consideration of the covenants and conditions set forth below, do hereby agree as follows:

1. USA will provide COMPANY with such of its INFORMATION as it considers necessary for COMPANY to complete the aforesaid evaluation.
2. COMPANY will hold in confidence any and all such INFORMATION disclosed to it by USA hereunder, regardless of whether such INFORMATION is transmitted in oral, written or other form, provided that information disclosed other than in written form is summarized in writing, marked "confidential" and submitted to COMPANY within thirty (30) days of the disclosure.
3. COMPANY will not use the INFORMATION for any purpose other than for the aforementioned evaluation and for discussions, consultations or negotiations with personnel of USA or other individuals authorized by USA. Nothing in this Agreement shall be construed to convey to COMPANY any right or license to USA INFORMATION.
4. COMPANY will limit disclosure of the INFORMATION to those of its officers and employees whom COMPANY considers necessary to complete the aforementioned evaluation and/or to engage in discussions, consultations or negotiations with USA concerning the INFORMATION. All such individuals to whom COMPANY will disclose any INFORMATION shall have signed an agreement binding them to terms of secrecy and limited use comparable in scope and duration to those described herein.
5. COMPANY will not publish, distribute or, in any way, disclose any INFORMATION to any third party and will use its best efforts to prevent inadvertent disclosure of any INFORMATION to any third party.
6. COMPANY 's obligations with respect to any and all of the INFORMATION, as set forth above, shall continue in full force and effect for a period of five (5) years from the date hereof,

unless waived in whole or in part in writing by USA. Such obligations, however, shall not apply to any INFORMATION disclosed to COMPANY hereunder:

- a. which, at the time of disclosure, is in the public domain; or
- b. which, after disclosure, has become part of the public domain, by publication or otherwise, through no fault of COMPANY or
- c. which, at the time of disclosure, already is in COMPANY 's possession, COMPANY having received same from sources other than USA which have the right to disclose such INFORMATION, and providing that such prior possession can be properly demonstrated by COMPANY; or
- d. which is made available to COMPANY by an independent third party, provided, however, that such INFORMATION was not obtained by said third party, directly or indirectly, from USA.

7. All materials, including, without limitation, documents, data, drawings, photographs and lists, furnished to COMPANY by USA hereunder shall remain the property of USA and/or its associates and shall be returned promptly to USA at its request, together with any and all copies thereof. One copy may be retained by the COMPANY legal department for archival purposes only, providing notification thereof is given to USA.

8. General Provisions:

- a. This Agreement will be construed in accordance with the law of the State of Alabama, without giving effect to principles of conflict of laws.
- b. Any notice required to be given under this Agreement will be deemed to have been received three (3) days after mailing if sent by registered or certified mail, postage prepaid and return receipt requested, to the addresses of the parties set forth above or to such other address as either of the parties will have furnished to the other by notice.
- c. In the event of the invalidity of any provision of this Agreement, such invalidity will not affect the validity of the remaining portions of the Agreement and a valid provision which closely approximates the intent of the invalid provision will be substituted for the invalid provision.
- d. This Agreement may not be altered, amended or modified in any way except by a written document signed by both parties. The failure of a party to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce that provision or any other provision or right.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by its authorized representative as of the date first above written.

University of South Alabama
 By: _____
 Name: _____
 Title: _____
 Date: _____

COMPANY
 By: _____
 Name: _____
 Title: _____
 Date: _____