

*** CONFIDENTIALITY AGREEMENT ***

_____ ("Company") and The University of Vermont and State Agricultural College, 340 Waterman Building, Burlington, Vermont 05405-0160 ("University") agree as follows:

1. For the purposes of this agreement, the term "University's Confidential Information" will mean all information in the possession of University related to _____ which is designated Confidential at the time it is provided to Company.
2. Company will receive University's Confidential Information for the purposes of determining its interest in funding work related to, licensing or commercializing the technology, and will have _____ days from receipt of such information to inform University of its interests.
3. Company will hold all of University's Confidential Information received prior to and during the term of this agreement in strict confidence under the terms of this agreement, including all discussions relating thereto, and will ensure that any and all of its employees, directors, agents, consultants, and advisors, who will be informed of University's Confidential Information only on a "need to know" basis, are informed of the agreement and abide by its terms. In the event that Company elects not to enter into a relationship with University related to University's Confidential Information, it will return all such information within thirty days following its decision.
4. Company will not be liable for a disclosure to others of University's Confidential Information if University's Confidential Information was:
 - (a) known to Company, as demonstrated by prior written evidence, at the time of receipt of University's Confidential Information and was not acquired by Company, its employees, directors, agents, consultants, advisors or other third parties directly or indirectly from University;
 - (b) generally available to the public prior to receipt of University's Confidential information or became generally available to the public during the term of this agreement through no act or failure to act on the part of Company, its employees, directors, agents, consultants, advisors or other third parties; or
 - (c) is received from a third party (other than those acting on behalf of Company) having no obligation to University to hold University's Confidential Information in confidence.
5. Company will be entitled to disclose University's Confidential Information to affiliated and subsidiary corporations of Company for the purposes stated and according to the terms and conditions contained herein.

- 6. Company agrees not to use University's Confidential Information for its own benefit other than for the purpose of enabling Company to determine its interest in working further with University.
- 7. No rights or obligations other than those expressly recited herein are to be implied from this agreement. No license is hereby granted, directly or indirectly, under any patent, trade secret, know-how or other rights now or hereafter held by or licensed to University.
- 8. University's Confidential Information is experimental in nature. University makes no warranty regarding its appropriateness for any specific use.
- 9. This agreement will commence effective _____. It will remain in full force and effect for _____days. However, the obligations of non-use and confidentiality set forth herein will continue beyond termination.
- 10. This agreement will be enforced and construed according to the laws of the State of Vermont, without regard to its conflict of laws principles, and Company and University agree to submit to the jurisdiction of the courts of the State of Vermont.
- 11. This agreement is neither assignable nor transferable by either party. It cannot be modified or changed in any way by either party without the prior written consent of the other party.

In witness whereof the parties have executed this agreement by their respective proper signing authorities duly authorized in that behalf.

COMPANY

Signature _____

Title _____

Date _____

UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE

Signature _____

Title _____

Date _____

***Please note. This agreement is not valid unless signed by the authorized officials of both parties. ***