PROPRIETARY INFORMATION AGREEMENT

THIS AGREEMENT is entered into as of ____________________, 2002, by and between [COMPANY], having its principal office at [ADDRESS], (hereinafter "Company") and [STUDENT], (hereinafter "Student") (individually, the "Party" or collectively the "Parties" as the case may be).

WITNESSETH:

WHEREAS, the Parties desire to allow the Student to participate in an on site internship at the Company to focus on industrial biotechnology (the "Purpose"), which might expose Student to certain data and information that the Company deems proprietary ("Proprietary Information"); and

WHEREAS, Student is a participant in the Massachusetts Institute of Technology’s Biotechnology Training Program sponsored by the National Institutes of Health;

WHEREAS, the Parties desire to provide for a procedure whereby such Proprietary Information will be protected from unauthorized use and disclosure.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, it is agreed as follows.

1. The Company shall identify any Proprietary Information furnished hereunder as follows:
   (a) all documents and other tangible materials containing Proprietary Information shall be marked with an appropriate restrictive legend; and,
   (b) all Proprietary Information furnished by other means shall be identified as proprietary at the time it is furnished to the Student and shall be reduced to a written listing or summary marked with an appropriate restrictive legend and delivered to the Student within two (2) weeks after it is furnished hereunder.

2. With respect to Proprietary Information so identified, the Student will:
   (a) hold it in confidence for one (1) year after the termination of the internship;
   (b) use it only for the Purpose as described above;
   (c) make it available only to MIT faculty, students or staff who have been made aware of the restrictions contained herein concerning the use of such Proprietary Information; and
   (d) not otherwise use or disclose it without authorization in writing by the Company, except that it may be disclosed to the United States Government if the Purposes requires such disclosure, provided, however, that it must be disclosed with its original restrictive legend and such other markings as may be required under U.S. Government regulations to preserve its proprietary nature; and
(e) exert reasonable efforts to maintain Proprietary Information in confidence. Student shall be deemed to have discharged Student's obligations hereunder provided Student has exercised the foregoing degree of care and provided further that Student shall immediately, upon discovery of any disclosure not authorized hereunder, notify the Company and take reasonable steps to prevent any further disclosure or unauthorized use.

3. Proprietary Information shall not be afforded the protection of this Agreement from and after the first to occur of the following:

   (a) when it is developed by the Student independently of the Company’s Proprietary Information;
   (b) when it is rightly obtained without restriction by the Student from a third Party;
   (c) when it becomes publicly available other than through the fault or negligence of the Student;
   (d) when it is released without restriction by the Company to anyone, including the United States Government; or
   (e) if it is known by the Student at the time of disclosure.

4. (a) Should the Student be faced with legal action or a requirement under Government regulations to disclose Proprietary Information received hereunder, the Student shall forthwith notify the Company, and, upon the request and at the expense of the latter, shall reasonably cooperate with the Company in contesting such disclosure.

   (b) Except in connection with failure to discharge responsibilities set forth in subparagraph 4(a) above, neither Party shall be liable in damages for any disclosures of Proprietary Information received hereunder pursuant to judicial action or Government regulations or for inadvertent disclosure thereof where the aforementioned degree of care has been exercised.

5. The parties hereto expressly recognize that the Student thesis, which may contain information from Student's participation in the internship with Company, will be publishable, including placing a copy in MIT's library. The student shall submit a copy of the proposed thesis to the designated representative of the Company 20 days prior to publication, to allow Company to identify any inadvertent disclosure of Proprietary Information.

   Except for the Student thesis, which will be copyrighted to Massachusetts Institute of Technology, material developed by the student in the performance of his/her internship at the Company shall be assigned to the Company.

6. All Proprietary Information furnished hereunder shall remain the property of the Company and shall be, at the Company's option, returned to it or destroyed promptly at its request together with all copies made thereof by the Student.

7. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, exclusive of its conflicts of law provisions.
8. The term of this Agreement, during which Proprietary Information may be exchanged, shall begin as of the date first written above, and shall expire upon completion of Student internship, or earlier in the event of a superseding agreement signed by the Parties. However, the expiration of this Agreement shall not relieve the Parties of their obligations hereunder regarding the protection and use of Proprietary Information disclosed hereunder prior to the expiration date.

9. Nothing herein shall obligate either party to disclose any Proprietary Information to the other and any such disclosure shall be entirely voluntary. Nothing herein shall be construed as creating any legal obligation on the part of either party to enter into any future business relationship with respect to the Proprietary Information or otherwise.

10. Neither party may assign or transfer its rights or obligations contained herein without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, assignment may be made to any entity succeeding to the entire interest of a party’s business or the business of the division or group originally responsible for performance hereunder.

11. This is the entire Agreement between the Parties relative to the exchange of Proprietary Information relating to the Subject or Purpose; it supersedes any prior or contemporaneous written or oral agreements thereon and may not be amended or modified except by subsequent agreement in writing, signed by duly authorized officers or representatives of the Parties.

12. The provisions of this Agreement are severable. If any provision is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives as of the day and year first written above.

[COMPANY] Student

By: ___________________________ By: ___________________________
Name: __________________________ Name: __________________________
Title: __________________________
Date: __________________________ Date: __________________________