

**MASSACHUSETTS INSTITUTE OF TECHNOLOGY  
CONFIDENTIAL DISCLOSURE AGREEMENT**  
(rev. 3/3/98)

This Agreement, dated as of \_\_\_\_\_, is between the Massachusetts Institute of Technology (the "Disclosing Party"), and \_\_\_\_\_ (the "Receiving Party"). The Disclosing Party intends to disclose certain confidential information to the Receiving Party for the following purpose (the "Purpose"); \_\_\_\_\_

\_\_\_\_\_.

**[insert purpose of disclosure -- e.g., "evaluate certain technology of the Disclosing Party to evaluate entering into a sponsored research agreement" or "evaluate the information to assess entering into a license agreement" include as much detail as possible so that the end point of the "purpose" is identifiable].**

In consideration of the Disclosing Party making such confidential information available to the Receiving Party, the Receiving Party hereby agrees as follows:

1. As used in this Agreement, the term "Confidential Information" means any technical or business information furnished by the Disclosing Party to the Receiving Party in furtherance of the Purpose in connection with the M.I.T. cases listed at the end of this paragraph, regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic, or other form. Such Confidential Information may include, without limitation, trade secrets, know-how, inventions, technical data or specifications, testing methods, business or financial information, research and development activities, product and marketing plans, and customer and supplier information. The M.I.T. cases are: \_\_\_\_\_

2. The Receiving Party agrees that it shall: (a) maintain all Confidential Information in strict confidence, except that the Receiving Party may disclose or permit the disclosure of any Confidential Information to its directors, officers, employees, consultants, and advisors who are obligated to maintain the confidential nature of such Confidential Information and who need to know such Confidential Information for the purposes of this Agreement; and (b) use all Confidential Information solely for the purposes of this Agreement.

3. The definition of "Confidential Information" above shall not include disclosed information to the extent that the Receiving Party can demonstrate that such disclosed information:

- (a) was in the public domain prior to the time of its disclosure under this Agreement;
- (b) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party;
- (c) was independently developed or discovered by the Receiving Party without use of the Confidential Information;
- (d) is or was disclosed to the Receiving Party at any time, whether prior to or after the time of its disclosure under this Agreement, by a third party having no fiduciary relationship with the Disclosing Party and having no obligation of confidentiality with respect to such Confidential Information; or
- (e) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, provided that the Disclosing Party receives prior written notice of such disclosure.

4. The Receiving Party acknowledges that the Disclosing Party claims ownership of the Confidential Information disclosed by the Disclosing Party and all intellectual property rights in, or arising from, such Confidential Information. No option, license, or conveyance of such rights to the Receiving Party is granted or implied under this Agreement.

5. Upon the conclusion of the Purpose, or earlier at the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the Receiving Party. The obligations set forth in this Agreement shall remain in effect for a period of five (5) years after such termination by either party, except that the obligation of the Receiving Party to return Confidential Information to the Disclosing Party shall survive until fulfilled.

Acknowledged and agreed:

\_\_\_\_\_  
Legal Name of Receiving Party

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Information for Receiving Party:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Individual Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Return To:

Massachusetts Institute of Technology  
Technology Licensing Office, Rm NE25-230  
Five Cambridge Center, Kendall Square  
Cambridge, MA 02142-1493  
phone: (617) 253-6966 fax: (617) 258-6790