

CONFIDENTIALITY AGREEMENT

This agreement entered into between _____("the Company") and the Mount Sinai School of Medicine ("the School") confirms the terms under which the School will provide to the Company the School's proprietary information and materials with respect to "_____" for the sole purpose of permitting the Company to evaluate such information and materials.

The Company agrees that any such information and materials submitted to it in writing (or promptly confirmed in writing after oral communication) shall be maintained in secrecy, and it will use all reasonable diligence to prevent disclosure by it except to its necessary personnel. The Company's obligations under this agreement shall be limited to a period of three (3) years from receipt of such information or materials.

No obligation of confidentiality shall exist as to information or material which:

1. is in the public domain by public use, publication, general knowledge or the like, or
2. is properly obtained by the Company from a third party not under a confidentiality obligation to the School, or
3. was already in the possession of the Company prior to receipt from the School.

Any and all proprietary written materials or other information in tangible form received by the Company from the School shall, upon request by the School, be promptly returned to the School.

It is understood that no patent right or license is hereby granted and that the disclosure of proprietary information and materials shall not result in any obligation to grant either party any rights in or to the proprietary information of the other party.

THE COMPANY

MOUNT SINAI SCHOOL OF MEDICINE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____