

ONE-WAY CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is dated as of _____, 200X, (hereinafter "Effective Date"), and is between Company (hereinafter "Company") having a place of business at _____ and Washington State University Research Foundation, (hereinafter "WSURF"), a nonstock, nonprofit Washington corporation having a principal office at 1610 NE Eastgate Blvd., Pullman, WA 99163.

xxxxxxx, an employee of Washington State University (hereinafter "WSU") working either alone or together with other researchers at WSU, has certain information relating to the "_____" (hereinafter "Information").

WSURF has a proprietary interest in Information, and Company has an interest in evaluating Information to determine whether it has an interest in licensing Information from WSURF. WSURF requires that Information be held in confidence to protect and preserve WSURF's rights in the Information, and possibly their right to file patent applications.

It is the parties' understanding that WSURF has disclosed and/or may directly or indirectly disclose Information to Company. In the event of such disclosure, the parties agree as follows:

1. The Information shall be held in confidence by Company. Only persons within the Company will be permitted access to the Information, and then only for the aforesaid purpose of evaluation.
2. Prior to any disclosure of the Information to persons outside of the Company for any reason, the Company must first obtain WSURF's written approval for such disclosure.
3. Company will not use any of the Information for any purpose other than evaluating their interest in completing a license with WSURF. Specifically but without limitation, Company will not use any of the Information for any commercial purpose or development of any products or technology and shall not use or attempt to practice any invention arising from or disclosed in the Information, or any part thereof, without first entering into an agreement with WSURF permitting such use or practice.
4. In order to obtain the protection of this Agreement with respect to Information,
 - 4.1. if the Information is in written form when disclosed, WSURF must indicate the proprietary nature of such information by an appropriate legend, marking, stamp, or other positive identification on the writing delivered to Company, and
 - 4.2. if the Information is disclosed orally or visually, WSURF must, within thirty (30) days after disclosure to Company, deliver to Company a writing containing an adequate description of the oral or visual information which shall indicate the proprietary nature of such information by an appropriate legend, marking, stamp, or other positive identification.
5. The confidentiality and use obligations set forth above apply to all or any part of any Information provided before or after the Effective Date of this Agreement except to the extent that:
 - 5.1 Company can show by written record that it possessed the Information prior to its receipt of the Information from WSURF;
 - 5.2 The Information was already available to the public or became so through no fault of Company;
 - 5.3 The Information is subsequently disclosed to Company by a third party free of any obligations of confidentiality;

5.4 The Information is required to be disclosed or made available by Company to a third party pursuant to any applicable law, governmental regulation, or decision of any court or tribunal of competent jurisdiction, provided that Company takes reasonable steps, in light of the circumstances, to give WSURF sufficient prior notice in order to contest such law, governmental regulation, or decision; or

5.5 Five (5) years have elapsed from the later of the Effective Date of this Agreement or the date of disclosure of the Information to the Company.

6. Neither this Agreement, the disclosure of the Information, the expiration of the period specified in paragraph 5.5, nor the publication of any Information shall be construed to grant Company either an implied or express license or any rights to obtain any implied or express license to the Information, any patents arising from or disclosed in the Information, or any other information or technology.

7. This Agreement constitutes a complete statement of all of the arrangements between the parties as of the date hereof with respect to all Information and rights disclosed in or arising from the Information, and supersedes all prior agreements and understandings between them with respect thereto.

8. Neither party shall claim any amendment from any provisions of this Agreement by mutual agreement, acknowledgment, or otherwise, unless such mutual agreement is in writing, signed by the other party, and specifically states that it is an amendment to this Agreement.

9. This Agreement shall be construed in accordance with the internal laws of the State of Washington. Claims or other causes of action arising out of this Agreement shall be litigated in the appropriate state or federal courts situated in the State of Washington, and the parties hereby consent to the personal jurisdiction of such court.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

**WASHINGTON STATE UNIVERSITY
RESEARCH FOUNDATION**

COMPANY

By: _____
Keith Jones, Executive Director

By: _____
Name, Title

Date: _____

Date: _____

I have read and understand my obligations, as an employee of Washington State University, pursuant to the above agreement.

By: _____ Date: _____
Faculty member