

## CONFIDENTIALITY AGREEMENT

Discussions between our representatives indicate that \_\_\_\_\_ is interested in providing ORAU with services for which \_\_\_\_\_ would further examine the validity of certain project activities and resource conclusions now in process. Since ORAU resources contain confidential information, we ask that you agree to the following.

1. All data, samples, materials and/or other information, whether oral or written, which are disclosed or made available to \_\_\_\_\_ by ORAU, directly or indirectly, will be treated as confidential and will not be disclosed or made available by \_\_\_\_\_, directly, or indirectly, to any third party nor used for any purpose other than to permit business and/or technical discussions between \_\_\_\_\_, and ORAU except as shall be agreed to in writing by ORAU. All data, samples, materials, or other applicable information shall be regarded, to be of a proprietary or confidential nature. If confidential/proprietary information is conveyed orally then a condition of confidentiality shall apply when such information is subsequently identified as such in writing. \_\_\_\_\_ shall afford such confidential information the same security and care in handling and storage as \_\_\_\_\_ provides for its own confidential and proprietary information and data. \_\_\_\_\_ agrees to take all reasonable steps to preserve the confidentiality of all such data and information and agree that such data and information will be made available only to those of your associates, partners and employees as shall have a need to know same and that, unless \_\_\_\_\_ has already done so, \_\_\_\_\_ will do all things necessary to obligate such associates, partners or employees to maintain such information in confidence. Your obligations as to such data, samples, materials, and/or other information under this paragraph shall not extend to any data, samples, materials, and/or other information which (i) can be shown by \_\_\_\_\_ to have been in your possession prior to the receipt thereof from ORAU or (ii) is now, or hereafter becomes, information in the public domain through no act or failure to act by \_\_\_\_\_ or by any of your associates, partners, or employees; or (iii) can be shown by \_\_\_\_\_ to have received subsequently on non-confidential basis from a third party who did not itself acquire same, directly or indirectly, from ORAU or (iv) is independently developed separate from the activities undertaken pursuant to this Agreement.

2. All written data and information any samples or materials furnished to \_\_\_\_\_, by ORAU and all copies, reproductions, and portions thereof shall be and remain the exclusive property of ORAU; and agrees promptly to deliver the same to ORAU upon request. \_\_\_\_\_ further agrees not to make any analysis not requested by ORAU of any data furnished to \_\_\_\_\_ by ORAU nor to permit any third party to do so. \_\_\_\_\_ also agrees to promptly disclose to ORAU, without any restrictions on our use thereof, all written data and information based on, or derived from the use of ORAU documents of any nature.
3. \_\_\_\_\_, obligations under this letter agreement shall remain effective for a period of five (5) years from the date of receipt of the subject data, materials and/or other information and shall survive the termination of any other agreement, whether in date prior to or after this letter agreement, between \_\_\_\_\_, or any of \_\_\_\_\_ associates, partners or employees, and ORAU. This letter agreement shall not merge with or be terminated or superseded by any future agreement between \_\_\_\_\_, or any of \_\_\_\_\_, associates partners or employees, and ORAU.
4. \_\_\_\_\_, shall not be liable to ORAU for disclosure of any data, samples, materials and/or other information received hereunder if such disclosure is made pursuant to a governmental or judicial mandate, provided that \_\_\_\_\_ shall have given ORAU prompt notice of such mandate prior to the submission of said data, samples, materials, and/or other information and, provided further, that \_\_\_\_\_, shall have taken no action to prevent or interfere with efforts ORAU might take to intervene in any such proceeding or to otherwise prevent such disclosure.
5. Nothing in this agreement shall be understood as granting, expressly or by implication, any rights to \_\_\_\_\_, under the patents, technical information or know-how of ORAU. No patent license, immunity or other patent right is hereby conferred by implication, estoppel, or otherwise.
6. Each party shall perform its obligations hereunder at its own costs.
7. In no event shall either party be liable to the other for any form of indirect, special, or consequential damages arising out of the conduct of this activity or the submission of the subject proposal whether such liability shall arise in contract, tort (including negligence), strict liability or otherwise. The parties acknowledge that monetary damages may be inadequate to protect ORAU against breach of this Agreement. \_\_\_\_\_, agrees in advance to the granting of injunctive or other equitable relief in favor of ORAU without proof of actual damages which may be in addition to actual damages for breach of this agreement.

8. This document contains the entire agreement between the parties and supersedes any previous understanding, commitments or agreements; oral or written with respect to the subject matter hereof. It shall not be varied, except by an instrument in writing of subsequent date, duly executed by authorized representative of each party. If any of the provisions shall not be affected thereby. The validity, construction, scope, and performance of this Agreement shall be governed by the laws of the State of Tennessee.

If \_\_\_\_\_, is in agreement please indicate by signing, dating and returning one copy of this letter agreement which is being submitted to \_\_\_\_\_, in duplicate.

AGREED AND ACCEPTED THIS

\_\_\_\_\_ day of \_\_\_\_\_ 2006

\_\_\_\_\_  
Typed or Printed Name and Title

\_\_\_\_\_  
Signature

ACCEPTANCE:

OAK RIDGE ASSOCIATED UNIVERSITIES

\_\_\_\_\_  
John E. Bennett

Procurement Manager

\_\_\_\_\_  
Date