

CONFIDENTIAL NON-DISCLOSURE AGREEMENT
[Unilateral Disclosure To BYU]

This Agreement entered into between Brigham Young University, a Utah non-profit corporation and educational institution with its principal campus and place of business located at Provo, Utah 84602, (hereinafter referred to as "Disclosee") and _____ (hereinafter referred to as "Discloser") on the _____ day of _____, _____ sets forth the terms and conditions for the disclosure of proprietary and confidential information by Discloser to Disclosee.

1. Discloser is the owner of proprietary and confidential information connected with and relating to the _____ technology, which information Disclosee agrees to receive and hold in confidence for purposes of evaluating the technology and making recommendations for its future development. This disclosure is not an offer for sale.
2. For the purpose of this Agreement Confidential Information shall mean any and all documentation, technology, information, data, specifications, plans, software, systems, processes, methods, devices and products of a confidential nature, including but not limited to proprietary know-how, intellectual property, computer programming techniques, and all record bearing media containing or disclosing such information and techniques which are disclosed pursuant to this Agreement.
3. All Confidential Information disclosed by Discloser to Disclosee pursuant to this Agreement:
 - (a) shall, if in written physical form, be marked "Confidential" or similarly legended by the disclosing party before being turned over to the receiving party or shall, if in oral or intangible form, be orally identified as "Confidential" at the time of disclosure and subsequently be reduced to writing and sent to the other with a legend of "Confidential" within thirty (30) days of such oral disclosure;
 - (b) shall not be copied or recorded in any manner without prior written approval of Discloser, nor shall it be distributed, disclosed, or disseminated in any way or form by the receiving party to anyone except its own employees or consultants bound by the terms and conditions of this Agreement, who have a reasonable need to know said Confidential Information;
 - (c) shall be treated by the receiving party with the same reasonable degree of care to avoid disclosure to any third party as is used with respect to the receiving party's own information of like importance which is to be kept secret;
 - (d) shall not be used by the receiving party for its own purposes or any other purpose except the purpose set forth above, except as otherwise expressly stated herein, without the express written permission of the disclosing party.
4. The obligations of paragraph 3 shall not apply, however, to any information which:
 - (a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving party;
 - (b) was lawfully in the receiving party's possession prior to receipt from Discloser;
 - (c) is received independently from a third party free to lawfully disclose such information to the receiving party;
 - (d) is subsequently independently developed by the receiving party; or
 - (e) is required by applicable law or ordered disclosed by a court of competent jurisdiction, regarding which, recipient will give notice to disclosing party prior to responding.
5. Disclosee shall not disclose any proprietary and confidential information to any other person without first obtaining the prior written consent of Discloser for a period of two (2) years from the date of this

disclosure, nor shall Disclosee copy or record the proprietary and confidential information disclosed hereunder by any mechanical or other means, including, but not limited to, written, photostatic, photographic, electronic, or audiographic means without prior written approval of Discloser.

6. All confidential information made available to or acquired by Disclosee hereto, including copies thereof, shall be immediately returned to the Discloser upon the first to occur of (a) completion of the relationship in connection with which such confidential information was acquired, or (b) written request.

7. If it becomes necessary for Discloser to enforce the terms of this Agreement, Disclosee shall be obligated to pay all costs reasonably incurred in pursuing such enforcement including attorney's fees and costs of court.

8. Disclosee agrees that breach of this Agreement shall cause immediate and irreparable harm to Discloser and further agrees that Discloser may enjoin Disclosee from further or continued breach of this Agreement.

BRIGHAM YOUNG UNIVERSITY:

DISCLOSER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Individuals Receiving
Confidential Information:

