

CONFIDENTIAL DISCLOSURE AGREEMENT

Agreement dated _____, between Baylor Research Institute (BRI), a Texas non-profit organization having its principal place of business at 3434 Live Oak St., Suite 125, Dallas, TX 75204, and [_____] a [_____] corporation, with a principal place of business at [_____] (“Company”).

1. **Background:** BRI and [_____] intend to engage in discussions and negotiations concerning [_____]. In the course of such discussions and negotiations, it is anticipated that BRI may disclose or deliver to the Company certain of BRI’s trade secrets or confidential or proprietary information. BRI and Company have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement.
2. **Proprietary Information:** As used in this Agreement, the term “Proprietary Information” shall mean all trade secrets or confidential proprietary information designated as such in writing by BRI, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to the time any such trade secret of confidential or proprietary information is disclosed by BRI to the Company. Notwithstanding the foregoing, information which is orally disclosed to the Company by BRI shall constitute Proprietary Information if BRI, within thirty (30) days after such disclosure, delivers to the Company a written document or documents describing such Proprietary Information and referencing the place and date of such oral disclosure and the names of the employees or officers of the Company to whom such disclosures were made.
3. **Disclosure of Proprietary Information:** The Company shall hold in confidence, and shall not disclose to any person outside its organization, all Proprietary Information, and shall use such Proprietary Information only for the purpose for which it was disclosed. The Company shall disclose Proprietary Information received by the Company under this Agreement only to persons within its organization who have a need to know such Proprietary Information in the course of the performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.
4. **Limitation on Obligations:** The obligations of the Company specified in Section 3 above shall not apply, and the Company shall have no further obligations with respect to any Proprietary Information which:
 - a. is disclosed in a printed publication available to the public, is described in a patent anywhere in the world, is otherwise in the public domain at the time of disclosure, or becomes publicly known through no wrongful act on the part of the Company;

- b. is known to the Company or becomes known to the Company through disclosure by sources other than BRI having the right to disclosure of such Proprietary Information;
 - c. is disclosed pursuant to the requirement of a governmental agency or any law requiring disclosure thereof, provided that BRI is provided with prior written notice of any such disclosure;
 - d. is generally disclosed to a third party by BRI without similar restriction on such third party; or
 - e. is approved for release by written authorization of BRI.
5. **Return of Documents:** The Company shall, upon request of BRI, return to BRI all drawings, documents and other tangible manifestations of Proprietary Information received by the Company pursuant to this Agreement (and all copies and reproductions thereof), except that the Company may retain one copy thereof solely for the purpose of determining the extent of its obligations hereunder.
6. **Specific Performance:** The parties hereto consider the restrictions contained herein to be reasonable to protection of business, time and geographic area. If, however, such restrictions are found by any court having jurisdiction to be unreasonable because they are (or any one of them is, as the case may be) too broad, then such restrictions will nevertheless remain effective, but shall be considered amended as to protection of business, time or geographic area (or any one of them, as the case may be) in whatever manner is considered reasonable by that court, and as so amended shall be enforced. The parties hereto agree that if there is a breach by the Company of any of the covenants contained herein, the damage to BRI will be substantial, although difficult to quantify, and money damages will not afford BRI an adequate remedy. Therefore, if any such breach occurs, in addition to any other remedies as may be provided by law, BRI shall have the right to specific performance of the covenants contained herein by way of temporary or permanent injunctive relief.
7. **Miscellaneous:**
- a. This Agreement supersedes all prior agreements, written or oral, between BRI and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by BRI and the Company.
 - b. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

- c. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

EXECUTED as a sealed instrument as of the day and year first set forth above.

BAYLOR RESEARCH INSTITUTE

COMPANY

By: _____

By _____

Title: _____

Title _____

Date _____

Date: _____