

PROPRIETARY INFORMATION
NON-DISCLOSURE AGREEMENT

BY THIS AGREEMENT, effective _____, 2000, _____ (hereinafter _____) and THE REGENTS OF THE UNIVERSITY OF MICHIGAN (hereinafter UM) agree as follows:

UM and _____ will exchange certain proprietary information related to

(hereinafter "Proprietary Information").

UM and _____ may provide Proprietary Information in writing or orally during discussions. All Proprietary Information shall be identified as confidential when disclosed. If Proprietary Information is provided orally, the disclosing party will confirm the confidential nature of such information in writing or other tangible medium of expression within thirty (30) days after disclosure. UM and _____ will receive and use such Proprietary Information solely for purposes of

During and for a period of ___ years from the date of disclosure, each party will treat such Proprietary Information received from the other party as confidential and not disclose such Proprietary Information to others. Each party will further limit access to the other party's Proprietary Information to those of its employees reasonably requiring access for the purposes stated above and who are obligated to treat the information in the way provided for herein with regard to confidentiality, use, and non-disclosure.

Nothing contained herein shall in any way restrict or impair either party's right to use or disclose the other party's Proprietary Information which:

- a. at the time of disclosure is generally available to the public, or thereafter becomes generally available to the public through no breach of this Agreement by the receiving party; or
- b. was in the receiving party's possession prior to the time of disclosure and was not from the disclosing party; or
- c. is independently developed by the receiving party without the use of Proprietary Information of the disclosing party; or
- d. is received by the receiving party from a third party without knowledge of origination in disclosing party or an obligation of confidence; or
- d. is required to be disclosed by law or court order.

Both parties agree to return all Proprietary Information received from the other at any time upon request by the disclosing party to do so.

Nothing herein shall be construed to grant to either party any rights in respect of such Proprietary Information received or patents or copyrights related thereto.

This agreement shall be effective for a period of one year from the date of full execution hereof unless earlier terminated by mutual agreement of the parties or by execution of a

research agreement which incorporates terms regarding protection of proprietary information.

The foregoing is understood and agreed to.

THE REGENTS OF THE _____
UNIVERSITY OF MICHIGAN

By _____	By _____
Typed Name _____	Typed Name _____
Title _____	Title _____
Date _____	Date _____