



Worcester Polytechnic Institute
100 Institute Road
Worcester, MA 01609
(508) 831-5457

_____, 2001

[INSERT FULL CORPORATE NAME AND HEADQUARTERS ADDRESS OF OTHER PARTY]

RE: MUTUAL CONFIDENTIALITY AGREEMENT

This letter will confirm the agreement between Worcester Polytechnic Institute ("WPI") and _____ ***[INSERT NAME OF OTHER PARTY]*** regarding certain confidential or proprietary information to be exchanged in connection with discussions between the two parties for the purpose of conducting a sponsored student project. The parties are willing to proceed with such a project only on the basis of receiving the assurances set forth below. Accordingly, WPI and _____ ***[INSERT NAME OF OTHER PARTY]*** agree as follows:

1. CONFIDENTIALITY.

(a) Each party shall keep confidential, and shall not release, publish or disclose, any business and/or technical written information received from the other party that has been marked as confidential or proprietary ("Confidential Information") for a period of three (3) years, beginning on the date of this letter (the "Term"), except that the receiving party may disclose Confidential Information to WPI's faculty and students (collectively, "Representatives"), if and to the extent such Representatives may reasonably require access to the Confidential Information for the purpose of the activities contemplated by or arising out of the discussions between the parties. During the Term, each party shall take all reasonable precautions to safeguard the confidentiality of the Confidential Information, and in any event to protect against the disclosure of Confidential Information to the same extent and taking the same precautions as the party takes with respect to its own confidential or proprietary information of a similar nature. Upon written request, the parties will promptly return all writings, documents and materials containing Confidential Information or certify as to the destruction of the same.

(b) Confidential Information may include (but is not limited to): samples, prototypes, marketing plans, customer lists, pricing information, financial information, business, product and technical plans and information; and other information related to a party's business, products or its customers. However, the provisions of this Paragraph 1 do not apply to any item of information that (i) is publicly known at the time of its disclosure, (ii) is lawfully received from a third party not bound in a confidential relationship to the other party, (iii) is published or otherwise made known to the public by the other party, (iv) was generated independently by the receiving party or (v) disclosure of which is required by law, regulation or order of a court of competent jurisdiction.

(c) The parties agree to make the project results available in WPI student reports, theses, dissertations, and conference and journal publications which will be submitted to WPI and to [SPONSOR] for review according to the provisions of Paragraph 1(a) and 1(b). WPI will provide [SPONSOR] a draft copy of project reports or publications for [SPONSOR's] review at least 30 days prior to public release. Upon written request by [SPONSOR], WPI agrees to remove [SPONSOR's] proprietary and confidential information from any such report or publication which contains such information prior to public release. In the event that a written request for removal of [SPONSOR's] proprietary and confidential information is not made within thirty (30) days of submission of a draft copy of a report or publication, WPI may release the report or publication as originally submitted.

2. DISCLOSURE OF TRANSACTIONS. The existence of this letter and the fact of the discussions and negotiations regarding the transactions referred to above, and the terms of any

transaction or other transaction arising out of the discussions between the parties pursuant to this letter (collectively, the "Transactions"), shall be treated and regarded by each of the parties as confidential subject to the obligations set forth in Paragraph 1 above. Without limiting the foregoing, neither party shall make any public announcement or disclosure with respect to this agreement or any of the Transactions, without the express, prior approval of the other party.

3. DISCLAIMERS. Nothing in this Agreement shall obligate the parties to negotiate or enter into a binding agreement regarding the Transactions and the parties do not make or give any undertaking, commitment or assurance that either will engage in any of the Transactions. Any such Transaction will require a separate agreement negotiated and entered into upon mutually satisfactory terms and conditions. Each party understands that the other is developing and acquiring technology, and that existing or planned technology independently developed or acquired by that party may contain ideas and concepts similar or identical to those contained in the disclosing party's proprietary information. Nothing contained in this Agreement shall impair the right of the parties to research, develop, make, procure, license, market, sell or distribute products or services, now or in the future, which may be or are similar to, competitive with or address the same customer needs or markets as, those offered by the other party. Neither of the parties is justified in relying upon the possibility that any agreement will be entered in to and each bears its own expenses and risks in proceeding with the discussions referred to above. Each disclosing party warrants that it has the right to make disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY. ALL PROPRIETARY MATERIAL IS PROVIDED "AS IS".

5. GENERAL. This Agreement contains all the terms agreed by the parties regarding its subject matter and supersedes any prior agreements, understandings or arrangements between them, whether oral or written. This agreement shall be governed by the laws of Massachusetts. This Agreement shall be binding upon and for the benefit of the parties and their respective successors and assigns; but shall not be assignable without the written consent of the other parties. The failure of either party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

Please indicate your acceptance of and agreement with the terms and conditions set forth above by signing where indicated below.

Worcester Polytechnic Institute

By_____

Name:

Title:

AGREED TO AND ACCEPTED:

_____ ***[INSERT NAME OF OTHER PARTY]***

By_____

Name:

Title: