NON-DISCLOSURE AGREEMENT

WHEREAS,	a	corporation
with its principal place of business at		(hereinafter
referred to as	the	Board of
Regents of the University System of Georgia on behalf of the Augusta	a U	niversity, a
public university with its principal place of business in Augusta, Georgia wis	sh t	o exchange
confidential information while obtaining assurances that this information	wi	ll be kept
confidential by the other party; and,		

WHEREAS, unauthorized disclosure of any confidential information to any person or entity will cause irreparable harm to the parties;

NOW, THEREFORE, the parties agree as follows:

- 1. Confidential Information means any information not generally known to the public, whether recorded or conveyed in written, graphic, oral or physical form, including but not limited to scientific knowledge, know-how, processes, inventions, techniques, formulae, products, business operations, customer requirements, data, original copyrighted or copyrightable works, plans or other records, biological materials, and/or software.
- 2. Confidential Information does not include information which a party can demonstrate and document that:
 - (a) was in his or her knowledge or possession prior to receiving the information from the other party; or,
 - (b) was public knowledge or has become public knowledge through no fault of the party claiming that the information is not Confidential Information; or,
 - (c) was independently developed without reference to the Confidential Information; or,
 - (d) came into his or her possession through a third party who was not obligated to keep the information confidential.

3. The parties shall:

- (a) not disclose any Confidential Information obtained from the other party to any person or entity without the prior written permission of the other party; and,
- (b) not take, copy, or retain any Confidential Information in any written, electronic, or physical form whatsoever without the written permission of the other party; and,
- (c) return any Confidential Information in any written, electronic, or physical form whatsoever in his or her possession, or to delete forever any Confidential Information that he or she may have stored on a computer or other device, at the request of the other party, except that each party may keep one copy in its

confidential legal files for the purpose of assuring compliance with this agreement.

- 4. Notwithstanding the duty of non-disclosure in paragraph 3, the parties may disclose Confidential Information to their directors, officers, employees, advisors and representatives, provided that these persons are bound by the duty of non-disclosure in this agreement and are informed of this duty.
- 5. This agreement shall be governed by the laws of the State of Georgia.
- 6. This agreement shall terminate upon the mutual agreement of the parties, or at such time that the parties and their assigns no longer have any legal or equitable claim to any Confidential Information.

IN WITNESS WHEREOF, the parties signify their acceptance of these terms and conditions by their signature below:

The Board of Regents of the University System of Georgia on behalf of the Augusta University:	Name of Entity:
Signature	Signature
Name: Title: Date:	Name: Title: Date: