

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made between hereinafter
("RECIPIENT") and hereinafter
"DISCLOSING PARTY").

1. DISCLOSURE: "DISCLOSING PARTY" may disclose to "RECIPIENT" certain proprietary, confidential information, materials, know-how, samples and other data (technical and non-technical) concerning:

All such information which is in writing and marked "Confidential", or disclosed orally and confirmed in writing as confidential within thirty (30) days, is hereinafter referred to as "Confidential Information."

2. CONFIDENTIALITY: In consideration of such disclosure, "RECIPIENT" shall maintain the Confidential Information in confidence and shall refrain from using the same (except for purposes of the evaluation contemplated hereby) or disclosing any part thereof to any third party. In this regard, "RECIPIENT" shall limit dissemination of and access to the confidential information only to such of its directors, officers, and employees as are directly concerned with such evaluation. "RECIPIENT" shall advise such persons of the confidential nature of the Confidential Information and shall use reasonable efforts to prevent disclosure of the same in violation of this Agreement.

3. RETURN OF MATERIALS: Upon completion of its evaluation or upon the earlier request of "DISCLOSING PARTY", "RECIPIENT" shall immediately return to "DISCLOSING PARTY" all confidential information. "RECIPIENT" shall not retain any copies or summaries of the Confidential Information unless expressly approved in writing by "DISCLOSING PARTY", except that "RECIPIENT" may retain one copy of all Confidential Information in its files for purposes of determining its obligations hereunder.

4. EXCEPTIONS TO RESTRICTIONS: The confidentiality and non-use obligations of "RECIPIENT" hereunder shall not apply to Confidential Information which:

- a) was already rightfully in the possession of the receiving party prior to the disclosure thereof by the other party;
- b) is obtained from a third person who, insofar as is known, is not prohibited from transmitting the information by a contractual, legal or fiduciary obligation to the other;
- c) through no act of omission of the receiving party, is or hereafter becomes part of the public domain;
- d) the receiving party can prove was developed independently and not based, in whole or in any part, on any Confidential Information furnished by the other party;
- e) is subject to another agreement between the parties which permits use and/or disclosures; or
- f) is determined by the North Dakota Attorney General or a court of law to be an open record under the laws of North Dakota.

5. NO GRANT OF RIGHTS: No right or license to any patent or other intellectual property right is granted to "RECIPIENT" by this Agreement. This Agreement does not offer or grant to the "RECIPIENT" any rights in or license under any present or future patent, patent application, trademark, copyright, trade secret or other intellectual property right of "DISCLOSING PARTY."

6. TERM: The confidentiality and non-use obligations of "RECIPIENT" hereunder shall terminate only by mutual agreement between "RECIPIENT" and "DISCLOSING PARTY" and by written notice given by "DISCLOSING PARTY" to "RECIPIENT." These obligations shall be binding upon "RECIPIENTS" successors or assigns.

7. GOVERNING LAW: This Agreement shall be governed by the laws of the State of North Dakota and the parties hereby submit to the jurisdiction of the North Dakota courts, both state and federal.

8. ENTIRE AGREEMENT - AMENDMENTS: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties (whether written or oral) relating thereto. No modification shall be effective unless made in writing and signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

NAME/ORGANIZATION:

By:

Title:

Date:

NORTH DAKOTA STATE UNIVERSITY

By:

Title:

Date: