

This Agreement is entered into as of _____ by and between Trustees of Boston College (hereinafter referred to as the "University") and _____, having a place of business at _____ (hereinafter referred to as "Company").

1. When used in this Agreement, the term "Information" means certain confidential and proprietary information relating to _____ which is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") for the

following purpose (the "Purpose"):

3. Information may be disclosed to and access maintained by Receiving Party for a period of _____ (the "Term") from the date this Agreement is signed by the parties.
4. In consideration of its receipt of the Information, Receiving Party agrees for a period of three years from the date of disclosure that the Information shall be considered confidential and proprietary to the Disclosing Party, and that Receiving Party shall
 - (a) not disclose or publish the Information (or any portion or copy thereof) except that the Receiving Party may disclose or permit disclosure of information and secure the agreement of such persons to comply with the terms of this

Agreement.

5. Notwithstanding the foregoing provisions, Information shall not be deemed to include information which the Receiving Party:
 - (a) can establish was, at the time of disclosure, in the public domain;
 - (b) can establish has, after disclosure, become part of the public domain by publication or otherwise, except by breach of this Agreement by Receiving Party;
 - (c) can establish, by its pre-existing records, was in its possession at the time of disclosure by the Disclosing Party; or

Disclosing Party to interpose appropriate objections thereto.

7. All forms of the Information, such as written documentation, delivered pursuant to this Agreement shall be and remain the property of the

INFORMATION, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT.