

**INVENTION DISCLOSURE  
CONFIDENTIALITY AGREEMENT**

This Agreement is made this \_\_\_th day of \_\_\_\_\_ 2005, by and between the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, on behalf of SOUTHERN ILLINOIS UNIVERSITY AT CARBONDALE, Carbondale, Illinois 62901-4709 (SIUC) and \_\_\_\_\_ (Company).

WHEREAS, SIUC represents that \_\_\_\_\_ has developed certain technical information, concepts, and materials pertaining to \_\_\_\_\_ and commercial applications thereof (Inventions), and

WHEREAS, pursuant to the SIUC policy concerning research involving intellectual property, patents and copyrights, SIUC represents that it has the authority to enter into this Agreement, and

WHEREAS, SIUC and Company mutually desire that said Inventions be disclosed to Company, in confidence, in order to enable the parties to enter into discussions concerning the Inventions and the licensing and/or commercialization thereof.

THEREFORE, the parties agree as follows:

1. Upon the execution of this Agreement, SIUC may disclose to Company technical data, materials, and reports relating to the Inventions in confidence.

The submission of any additional data by \_\_\_\_\_ and/or other SIUC representatives to Company verbally, in conjunction with the disclosure of written information and materials relating to the Inventions, is also made in confidence.

2. Company will neither use any information relating to the Invention commercially, nor disclose any such information under any circumstances to any person who is not an officer, employee, or authorized agent of Company. Company shall only use the information relating to the Inventions within its own organization.

3. Company will use its best efforts to keep all information relating to the Inventions secret. Company agrees to advise each officer, employee or authorized agent of Company to whom the Inventions are disclosed of its obligation to maintain such information in confidence. In no event shall Company provide information, materials, or demonstrations relating to the Inventions to third parties without the prior written consent of SIUC.

4. The Inventions and information relating thereto shall remain the property of SIUC. All written data, materials, and information disclosed to Company pursuant to this Agreement shall be returned to SIUC upon request.

5. Nothing contained in this Agreement shall be construed as granting any right to use the Inventions by license or otherwise. Furthermore, Company will incur no obligation to purchase or license the Inventions by execution of this Agreement.

6. The restrictions upon disclosure and use of the Inventions set forth in this Agreement shall not apply to any information which:

A. was in the public domain when disclosed to Company, or

- B. was in Company possession free of any obligations of confidence, or was known by the Company, as evidenced by the written records of Company, prior to SIUC's disclosure to Company, or
- C. entered into the public domain through no fault of Company after SIUC disclosed it to Company, or
- D. was lawfully communicated by a third party to Company free of any obligation of confidence or nondisclosure after SIUC disclosed it to Company.

7. This Agreement shall expire on December 31, 2009.

8. This Agreement shall be subject to, governed by and construed in accordance with the laws of the State of Illinois, United States of America.

**FOR THE BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY**

**FOR COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Prudence M. Rice, Associate  
Vice Chancellor for Research for  
Walter V. Wendler, Chancellor, SIUC