THIS AGREEMENT, effective ______________________, 200____, is between
____________________________________________
a Corporation having offices
at ___________________________ ("receiving party") and Cornell University, a State of
New York Not-For-Profit Educational Institution. The parties agree as follows:

1. **Confidential Information.** In connection with ___________________________ (the "Project"), Cornell may disclose to receiving party certain confidential or proprietary information in written, oral, or other tangible or intangible forms which may include, but is not limited to discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names, and other technical, financial, or business information. For any such confidential or proprietary information to be treated as confidential, it shall be so designated by Cornell by prominently marking or identifying it with the word "Confidential." As used hereinafter, "Information" shall mean any of the foregoing which is so designated as confidential by Cornell.

2. **Obligations of Receiving Party.** With respect to the Information received from Cornell under this Agreement, the receiving party shall:

a. hold such Information in confidence with same degree of care with which it protects its own confidential and proprietary Information;

b. restrict disclosure of the Information solely to its employees, agents, and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;

c. use the Information only as needed for the purposes of the Project, and not for any other purpose;

d. except for the purposes of the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information, and any and all copies shall bear the same notices or legends, if any, as the originals; and
e. on request, promptly return to Cornell all Information in a tangible form or certify to Cornell that it has destroyed such Information.

3. **Excluded Information.** Receiving party shall have no obligation to preserve the confidential or proprietary nature of any Information which:

a. is, or becomes, publicly known through no wrongful act of the receiving party or

b. is rightfully received from a third person or company having no direct or indirect secrecy or confidentiality obligation with respect to such Information; or

c. is approved for release by written authorization of Cornell.

4. **No License.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information.

5. **Equitable Relief.** Receiving party hereby acknowledges that the use or disclosure of such Information would cause irreparable harm to Cornell, that by this Agreement, Cornell is taking reasonable steps to protect its legitimate interest in its Information, that the restrictions on receiving party set forth in this Agreement are reasonably necessary in order to protect Cornell’s legitimate interest in its Information, and that any breach of this Agreement by receiving party will entitle Cornell to obtain injunctive relief in addition to any other remedy available under law.

6. **Notice.** Receiving party shall notify Cornell immediately upon discovery of any use or disclosure of Information, or any other breach of this Agreement and shall fully cooperate with Cornell to help Cornell regain possession of Information and prevent the further use or disclosure of Information.

7. **Required Disclosure.** In the event that receiving party is required by law to disclose any Confidential Information of the other party, receiving party will provide Cornell with reasonably prompt notice thereof so that Cornell may seek a protective order or other appropriate remedy. In any event, the receiving party will furnish only that portion of the Confidential Information which it is legally required to furnish and will use its reasonably best efforts to obtain assurances that confidential treatment will be accorded to the portion of the Confidential Information so furnished.
8. **Termination.** This Agreement may be terminated by Cornell at any time upon ten (10) days written notice. Such termination shall not affect any continuing rights and obligations of receiving party regarding Confidential Information furnished hereunder.

9. **No Assignment.** Any assignment of this Agreement by either party without the prior written consent of the other party shall be void.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to that state's choice of laws principles.

11. **Term of Agreement.** The terms of this Agreement shall remain in effect for a period of 5 years from the date hereof.

By: 

Print Name: 

Title: 

Address: 

Date Signed: 

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**CORNELL UNIVERSITY**

By: 

Print Name: 

Title: 

Address: 
Date Signed: 

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