



CONFIDENTIALITY AGREEMENT

AGREEMENT, (the “Agreement”) effective as of _____, 2011 (the “Effective Date”), between NEW YORK STEM CELL FOUNDATION, INC., a New York not-for-profit corporation with offices at 1995 Broadway, New York, New York 10023 (the “Foundation”) and _____ (“Researcher”) residing at _____.

WITNESSETH:

WHEREAS, the parties intend to perform research during which confidential information may be exchanged.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth below, the parties hereto hereby agree as follows:

1. Definitions.

1.1. Proprietary Information.

“Proprietary Information” shall mean all confidential information, knowledge and data of the Foundation or Researcher, in existence on the Effective Date and thereafter of whether it is labeled as “proprietary” or “confidential”. By way of illustration but not limitation Proprietary Information includes:

- (i) inventions, ideas, processes, assays, formulas, formulations, data, know-how, improvements, discoveries, developments, designs, techniques and works of authorship; organisms, plasmids, cosmids, bacteriophages, express vectors, cell lines, peptides, proteins, DNA, RNA, and their constructs, and sequence, genomic, and structural information relating thereto; and organic and inorganic chemical, biological and other material and their progeny, clones and derivatives, including samples, media and/or cell lines and procedures and formulations for producing, modifying or testing any such samples, media and/or cell lines and/or using the same in connection with disease modeling, drug screening, small molecule interactions and /or chemical reprogramming; and
- (ii) information relating to plans for research, development, new products, marketing and selling, business plans, budgets, and unpublished financial statements, licenses, prices and costs, suppliers, donors, and collaborators.

2. Obligations of Confidentiality

- 2.1. Both parties acknowledge that during the course of the research they may be informed of and have access to the other's Proprietary Information.
- 2.2. The parties shall not reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity, or use or assist any person, corporation or other entity in using, any of the other party's Proprietary Information, without the prior written consent of the other party.
- 2.3. In the event that either party is required by law (including statute, rule, regulation or legal process) to disclose any Proprietary Information, that party shall give the other party prompt notice thereof and cooperate with the other party and permit the other party reasonable opportunity to obtain a protective order.
- 2.4. Upon termination of the parties' research activities, both parties shall promptly deliver to the other all copies of Proprietary Information, whether in hard copies, electronic format or other form; provided, however that one copy may be retained for archival purposes.

3. Remedies and Survival.

- 3.1 The parties do not have an adequate remedy at law to protect their interest in Proprietary Information. The parties consequently may seek injunctive relief, in addition to such other remedies and relief available to them. The provisions of this Agreement shall survive termination of the parties' research activities.

4. Severability

- 4.1. If any provision of this Agreement is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

5. Successors and Assigns.

- 5.1. Neither party shall assign this Agreement, or any rights or obligations hereunder, without the consent of the other party. Subject to the foregoing, this Agreement shall inure to the benefit of, be binding on and enforceable by the parties and their respective successors and assigns.

6. Communications.

- 6.1. All notices, consents and other communications shall be in writing and shall be deemed to have been duly given (a) when delivered by hand or by Federal Express or a similar overnight courier, (b) five days after being deposited in any United States Post Office enclosed in a postage prepaid registered or certified envelope addressed, or (c) when successfully transmitted by telecopier (with a confirming copy of such communication to be sent as provided in (a) or (b) above) to the party for whom intended, at the address for such party set forth at

the beginning of this Agreement, or to such other address or to such telecopier numbers as may be furnished by such party by notice in the manner provided herein; provided, however, that any notice of change or address or telecopier numbers shall be effective only upon receipt.

7. Governing Law.

- 7.1. This Agreement shall be governed by and construed under the laws of the State of New York and disputes hereunder shall be adjudicated in the courts of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

NEW YORK STEM CELL FOUNDATION, INC.

By: _____

Name:

Title:

[RESEARCHER]

Type/Print Name: _____