

CONFIDENTIAL NONDISCLOSURE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

BAR-ILAN UNIVERSITY OF RAMAT GAN, ISRAEL (hereinafter, "BAR-ILAN"); and

(hereinafter, "RECIPIENT").

WHEREAS: BAR-ILAN has in its possession certain confidential ideas and/or data and/or scientific information relating to technology and know-how in the field of: _____ - Prof. _____, hereinafter "CONFIDENTIAL INFORMATION"); and

WHEREAS BAR-ILAN is willing to make such CONFIDENTIAL INFORMATION available to RECIPIENT and RECIPIENT is willing to receive all such information strictly subject to the conditions set forth here below and for the sole purpose of evaluation and determination of interest therein.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. The RECIPIENT undertakes to hold in confidence all the CONFIDENTIAL INFORMATION received from and disclosed to it by BAR-ILAN for a period of 5 (five) years from the date hereof or from the date of delivery of any CONFIDENTIAL INFORMATION, the later of the two (hereinafter - "the Relevant Date");
2. Notwithstanding the above, information shall not be considered confidential nor subject to this Agreement if, the RECIPIENT can prove by written documents that such information:
 - (i) Was in the RECIPIENT's possession at the time of disclosure and was not acquired, or obtained directly or indirectly, from BAR-ILAN.
 - (ii) Was at the time of the Relevant Date in the public domain or has become public after the Relevant Date, by publication or other documented means, through no act or fault of the RECIPIENT.
 - (iii) Was received by the RECIPIENT from a third party having legal right to transmit the same.
 - (iv) Which BAR-ILAN agrees in writing is free of such restrictions.
3. The RECIPIENT will carefully safeguard the CONFIDENTIAL INFORMATION and will take all reasonable care necessary in order to avoid its loss or its coming to the knowledge of any other person.

Initial: _____

In the event of loss of the CONFIDENTIAL INFORMATION or any part thereof under the RECIPIENT's control or its coming to the knowledge of any other party, the RECIPIENT undertakes to give immediate written notice thereof to BAR-ILAN.

4. The RECIPIENT will use its best efforts to limit access to the CONFIDENTIAL INFORMATION under its control solely to the RECIPIENT's employees who have signed Confidential Nondisclosure Agreements and whose access to the CONFIDENTIAL INFORMATION is essential for the evaluation thereof.
5. This Agreement does not constitute a license to use the CONFIDENTIAL INFORMATION other than for evaluation purposes as specified above and shall not in any way commit BAR-ILAN to enter into any such or other Agreement with the RECIPIENT.
6. In the event that the CONFIDENTIAL INFORMATION is or becomes the subject of a Patent Application, Patent, Copyright or Breeder Right, under the laws of each and any country, the RECIPIENT will not contest BAR-ILAN's claim to all the rights and remedies available to it as a result of said countries' Patent Applications, Patents, Copyrights or Breeder's Rights.
7. All CONFIDENTIAL INFORMATION shall remain the property of BAR-ILAN and shall be returned upon written request of BAR-ILAN, in which case no copies in any form are to be retained by the RECIPIENT, except one copy which will be kept in RECIPIENT's legal files to determine its on-going obligations under this agreement.
8. This Agreement constitutes the entire understanding between the parties hereto as to the CONFIDENTIAL INFORMATION and merges all prior discussions between them relating thereto.
9. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties.
10. The provisions of this Agreement and everything concerning the relationship between the parties in accordance with this Agreement shall be governed by Israeli law and jurisdiction shall be granted only to the appropriate court in Tel-Aviv.

IN WITNESS WHEREOF, THE PARTIES HAVE ATTACHED THEIR SIGNATURES:

Signature of Authorized
Representative of RECIPIENT

By: _____

Name: _____
(Printed/Typed)

Title: _____

Date: _____

Signature of Authorized
Representative of BAR-ILAN

By: _____

Name: Dr. Israel Peer
(Printed/Typed)

Title: Director
Research Authority
Bar-Ilan University

Date: _____