

CONFIDENTIAL DISCLOSURE AGREEMENT

1. This Agreement sets forth the terms and conditions under which the University of Toledo (UT), Bowling Green State University (BGSU) and the Medical College of Ohio ("MCO"), all instrumentalities of the State of Ohio and institutions of higher education, hereinafter collectively "Institution(s)", may disclose to each other confidential information relating to selected technologies and/or invention disclosures, hereinafter "Confidential Information".

2. Under this Agreement, the Institutions may transmit to each other information in oral, written and/or other tangible form which may include, but is not limited to, protocols, drawings, specifications, technology, and data related to the Confidential Information. A "Confidential Information Disclosure Transmittal Form" (Exhibit A) shall be initiated by the disclosing Institution for each technology. The Effective Date (as defined in Exhibit A) of the "Confidential Information Disclosure Transmittal Form" shall govern the time period contained in Section 7 herein. The disclosing Institution shall furnish a written summary of any oral information disclosed to the receiving Institution(s) within thirty (30) days of its disclosure to the receiving Institution(s). Confidential Information is being disclosed for the purpose of evaluation and assessment of Intellectual Property. Institution(s) agrees not to disclose the Confidential Information they receive from the other Institution(s) to any third party and to use the Information only in furtherance of this Agreement. Institution(s) agree to limit the access to Confidential Information only to those employees who have a need to know for the evaluation and assessment purposes of this Agreement, and to inform each employee of the receiving Institution(s)'s obligations under this Agreement. Receiving Institution(s) shall keep a list of the employees who have been given access to Confidential Information. Institution(s) agree to use the same degree of care in protecting the other Institution(s)'s Confidential Information as it would with its own confidential information. The obligations of non-disclosure, and non-use do not apply to:

- (a) information already available to the public at the time of disclosure,
- (b) information which hereafter becomes generally available to the public through no fault of the receiving Institution(s),
- (c) information which the receiving Institution(s) acquires from a third party legally entitled to disclose the information,
- (d) information known to the receiving Institution(s), as evidenced by its written records, prior to receipt of the information from the disclosing Institution(s), or
- (e) information which is required to be disclosed by law, rule or regulation, including the Ohio Public Records Act, except that receiving Institution shall use reasonable efforts to protect Confidential Information under intellectual property record and trade secrets exception of the Ohio Public Records Act.

3. Institution(s) shall not use the names, trade names, trademark or logo of the other Institution(s), its employees or any mark associated therewith for any press releases, advertising or promotional literature or for any other publicity purposes, without the prior written consent of the authorized representative of the other Institutions(s). Institution(s) shall not be restricted from disclosing the existence of this Agreement, the identity of the other Institutions, nor that proprietary material is being evaluated. Institution(s) acknowledge that the other Institutions are instrumentalities of the State of Ohio and as such are subject to the Ohio Revised Code and any and all laws pertaining to public records. Institutions shall not voluntarily disclose any information which they obtain or learn about the other as the result of this Agreement, except as may be required by the Public Records Act of the State of Ohio. If an Institution becomes subject to compulsory disclosure, it agrees to give the disclosing Institution immediate oral and written notice of such process so that the disclosing Institution may defend its proprietary right for the information being sought. It is understood and agreed that the provisions of this undertaking shall survive the termination or expiration of this Agreement.

4. No right or license whatsoever, either expressed or implied, is granted to the Institution(s) pursuant to this Agreement under any patent, patent application, or other proprietary right now or hereafter owned or controlled by the other Institution(s).

5. The Confidential Information is being disclosed to the receiving Institution(s) pursuant to this agreement with the express understanding that Institution(s) will not be obligated to enter into any further agreement relating to the Confidential Information.

6. Receiving Institution(s) shall not copy Confidential Information except to meet its needs for evaluation and assessment, and in such case, shall make only the minimum number of copies required and mark each as "Confidential".

7. Receiving Institution(s) agree to complete its evaluation and assessment of the Confidential Information within sixty (60) days from the Effective Date of the "Confidential Information Disclosure Transmittal Form" for each technology. At the end of the above sixty (60) day period, Institution(s) shall return to the disclosing Institution all tangible manifestations, including copies and reproductions of Confidential Information received pursuant to this Agreement, except that the receiving Institution(s) shall be allowed to keep an archival copy of all tangible manifestations, including copies and reproductions of Confidential Information received pursuant to this Agreement, for uses consistent with the terms of this Agreement and to ascertain its continuing compliance with the confidentiality provisions of this Agreement. Receiving Institution(s) shall provide disclosing Institution with a list of all employees who have been given access to the Confidential Information.

8. The receiving Institution(s) agrees to hold in confidence all Confidential Information disclosed to it by the disclosing Institution for five (5) years.


9. This Agreement sets forth the entire agreement and understanding between the Institutions as to the subject matter hereof, and none of the terms of this Agreement shall be amended or modified except in a written instrument signed by the authorized representatives of the Institutions.

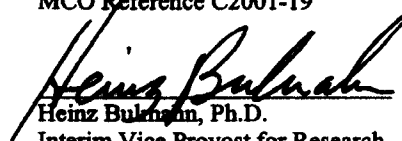
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.


11. This Agreement will be binding on and inure to the benefit of the Institutions hereto and their respective heirs, successors and assigns.

The signatures affixed hereto represent acceptance of the terms and conditions of this Agreement.

MEDICAL COLLEGE OF OHIO


Date: 7/9/2001
R. Douglas Wilkerson, Ph.D.
Associate Vice President for Research
Professor of Pharmacology
MCO Reference C2001-19


Date: 8/14/01
Heinz Bulman, Ph.D.
Interim Vice Provost for Research
Dean of Graduate College
Bowling Green State University


Date: 7/17/01
Frank J. Calzavetti, Ph.D.
Vice Provost for Research
University of Toledo

Control Number
(Assigned by Disclosing Institution)

Confidential Information Disclosure Transmittal Form

Title

Date: _____ (Effective Date shall be date of last signature below)

Disclosing Institution: _____

Investigator: _____ Date: _____
Signature

Title: _____

Department: _____

Authorized Official: _____ Date: _____
Signature

Title: _____

Receiving Institution: _____

Investigator: _____ Date: _____
Signature

Title: _____

Department: _____

Authorized Official: _____ Date: _____
Signature

Title: _____