

**CONFIDENTIAL INFORMATION DISCLOSURE
AND LIMITED USE AGREEMENT**

THIS AGREEMENT, effective as of this _____ day of _____ 20____, is between the Research Foundation for Mental Hygiene, Inc., a New York not-for-profit corporation located at 150 Broadway, Suite 301, Menands, NY 12204 (hereinafter "RFMH"), and _____, a _____ corporation located at _____ (hereinafter "CORPORATION").

WHEREAS, RFMH and CORPORATION wish to exchange certain information pertaining to _____; and

WHEREAS, this exchange includes all communication of information between the parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above; and

WHEREAS, RFMH and CORPORATION wish to exchange the information for the sole purpose of _____; and

WHEREAS, each party regards certain parts of the information it possesses to be confidential and proprietary and desires to protect those parts from unauthorized disclosure or use (such confidential and proprietary parts being hereafter collectively referred to as "CONFIDENTIAL INFORMATION"); and

WHEREAS, RFMH and CORPORATION are willing to disclose CONFIDENTIAL INFORMATION (as "DISCLOSING PARTY") and receive CONFIDENTIAL INFORMATION (as "RECEIVING PARTY") on the terms and conditions set forth herein; and

NOW, THEREFORE, the parties agree as follows:

1. CONFIDENTIAL INFORMATION, as used in this Agreement, is all confidential and proprietary information provided by DISCLOSING PARTY to RECEIVING PARTY in connection with _____, including but not limited to all documents and data which are transmitted in writing or machine readable media and clearly marked "Confidential" or which if disclosed orally, is reduced in writing by the DISCLOSING PARTY, clearly marked "Confidential", and transmitted to the RECEIVING PARTY within thirty (30) days of oral disclosure.
2. RECEIVING PARTY agrees to hold in confidence any and all CONFIDENTIAL INFORMATION for five (5) years from the date of this Agreement, except for discussion and internal evaluation purposes contemplated by the Agreement or with written permission from DISCLOSING PARTY, and to take all appropriate steps to ensure its security. Thus, RECEIVING PARTY may disclose CONFIDENTIAL INFORMATION to any of its own

employees for the purpose of assisting RECEIVING PARTY in making an evaluation of CONFIDENTIAL INFORMATION for the purpose of _____, provided that such employee shall have agreed to be bound by the terms of this Agreement or have entered into an agreement of similar scope and obligations with RECEIVING PARTY to protect CONFIDENTIAL INFORMATION of RECEIVING PARTY or the confidential CONFIDENTIAL INFORMATION of third parties in RECEIVING PARTY's possession. RECEIVING PARTY shall ensure that copies of CONFIDENTIAL INFORMATION shall be made only if necessary and shall be numbered, tracked and protected by the same security measures as the original.

3. Should RECEIVING PARTY become aware of any unauthorized disclosure or use of DISCLOSING PARTY's CONFIDENTIAL INFORMATION by any person, RECEIVING PARTY agrees to promptly notify DISCLOSING PARTY of such unauthorized disclosure or use.
4. All CONFIDENTIAL INFORMATION is and remains the sole property of DISCLOSING PARTY and must be returned including any copies, within thirty (30) days after DISCLOSING PARTY makes written request for its return or at the conclusion of the evaluation, whichever is sooner.
5. Nothing in this agreement shall be interpreted as placing any obligation of confidentiality on RECEIVING PARTY with respect to any CONFIDENTIAL INFORMATION which (a) can be demonstrated to have been in the public domain as of the effective date of this Agreement or comes into the public domain during the term of this Agreement through no fault of RECEIVING PARTY; (b) can be demonstrated to have been known to RECEIVING PARTY prior to execution of this Agreement and was not acquired, directly or indirectly, from DISCLOSING PARTY or from a third party under a continuing obligation of confidentiality or limited use; (c) can be demonstrated to have been rightfully received by RECEIVING PARTY after disclosure under this Agreement from a third party who did not require RECEIVING PARTY to hold it in confidence or limit its use and who did not acquire it, directly or indirectly, from DISCLOSING PARTY under a continuing obligation of confidentiality; (d) can be demonstrated to have been independently developed by RECEIVING PARTY without reference to or reliance upon any information received, directly or indirectly, from DISCLOSING PARTY under a continuing obligation of confidentiality under this or any other Agreement; or (e) is required to be disclosed by law or court order, provided, however, that in the event of a demand for disclosure under law or court order, RECEIVING PARTY shall not make such disclosure without prior written notice to DISCLOSING PARTY and an adequate opportunity for DISCLOSING PARTY to oppose such disclosure, including seeking an injunction as appropriate in the circumstances.
6. Neither the execution of this Agreement nor the furnishing of any CONFIDENTIAL INFORMATION hereunder shall be construed as granting either expressly or by implication, estoppel or otherwise, any license under or title to any invention, patent, copyright, trademark or trade name now or hereafter owned by or controlled by the party furnishing CONFIDENTIAL INFORMATION.

7. DISCLOSING PARTY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED WITH RESPECT TO THE CONFIDENTIAL INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. DISCLOSING PARTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF CONFIDENTIAL INFORMATION BY RECEIVING PARTY.
8. The points of contact for transmitting and/or receiving CONFIDENTIAL INFORMATION are in the case of RFMH:

and in the case of CORPORATION:

9. Notices under this Agreement shall be sent in writing in the case of RFMH to:
Robert E. Burke, CPA
Managing Director
Research Foundation for Mental Hygiene, Inc.
150 Broadway, Suite 301
Menands, NY 12204
Phone: (518) 474-5661
Fax: (518) 474-6995
Email: rburke@omh.state.ny.us

And in the case of CORPORATION:

10. It is understood that DISCLOSING PARTY provides CONFIDENTIAL INFORMATION to RECEIVING PARTY on a non-exclusive basis and that DISCLOSING PARTY remains free to deal with others, at any time, at its own option.

11. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
12. This Agreement may only be modified if such modification is in writing and signed by a duly authorized representative of each party.
13. The validity and interpretation of this Agreement and legal relations of the parties to it shall be governed by the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

RESEARCH FOUNDATION
FOR MENTAL HYGIENE, INC.

CORPORATION

By: _____

By: _____

Name: Robert E. Burke

Name: _____

Title: Managing Director

Title: _____

Date: _____

Date: _____