## NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (“Agreement”) is between The University of Osaka and \_\_\_\_\_\_\_\_\_\_\_ (“Company”).

### RECITALS

A. The University of Osaka and Company wish to exchange certain information pertaining to \_\_\_\_\_\_\_\_\_\_\_\_ .

B. The University of Osaka and Company wish to exchange the information for the sole purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Purpose”) and each party regards certain parts of the information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use (such secret parts as further defined herein shall hereafter collectively be referred to as “Confidential Information”).

C. The University of Osaka and Company are willing to disclose Confidential Information (as “Discloser”) and receive Confidential Information (as “Recipient”) on the terms and conditions set forth herein.

### AGREEMENTS

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. For the purposes of this Agreement, Confidential Information shall mean any information and data of a confidential nature disclosed pursuant to this Agreement, including but not limited to proprietary, technical or developmental information, marketing, sales, operations, performance, cost, know-how, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques.

2. All Confidential Information delivered pursuant to this Agreement:

(a) Shall, if in written form, be marked “Confidential” or “Proprietary” by Discloser before being turned over to Recipient. All oral disclosures of Confidential Information shall be summarized in writing by Discloser andsaid summary shall be given to Recipient within thirty (30) days of the subject oral disclosure;

(b) Shall not be distributed, disclosed or disseminated in any way or form by Recipient to anyone except its own employees or agents who have a reasonable need to know the said Confidential Information solely for the Purpose;

(c) Shall be treated by Recipient with the same degree of care to avoid disclosure to any third party as is used with respect to Recipient’s own information of like importance which is to be kept secret. Recipient shall be liable for any disclosure of the Confidential Information of Discloser only if such care is not used. The burden shall be upon Recipient to show that such care was used;

(d) Shall not be used by Recipient for any purpose other than the Purpose, without the express prior written permission of Discloser;

(e) Shall not be duplicated or copied in any manner without the express prior written permission of Discloser;

(f) Shall remain the property of and be returned to Discloser (along with all copies thereof) within thirty (30) days from the termination of this Agreement, or thirty (30) days from receipt by Recipient of a written request from Discloser setting forth the Confidential Information to be returned, whichever comes earlier.

3. The obligations of paragraph 2 shall not apply, however, to any information which:

(a) Is already in the public domain at the time of disclosure or becomes available to the public through no breach of this Agreement by Recipient;

(b) Was in Recipient’s possession prior to receipt from Discloser as proven by its written records;

(c) Was received by Recipient independently from a third party free to disclose such information to the Recipient as proven by its written records; or

(d) Is subsequently independently developed by Recipient as proven by its written records.

4. Discloser warrants and represents that Discloser possesses all the necessary powers, rights and authority to lawfully make any disclosure subject to this Agreement. No other warranties are made by either party under this Agreement. Any information exchanged under this Agreement is provided “as is.”

5. The parties acknowledge that it is out of the scope of the Purpose to develop, create, compose or invent new inventions, patents, copyrights, databases, computer programs, designs, layout designs of integrated circuits, plant varieties or know-how (collectively, the “Invention”) based on or relating to the Confidential Information disclosed hereby.

6. The party which violates this Agreement, unless such violation is caused by the willful misconduct or gross negligence of the other party, shall defend, indemnify and hold the other party (and its directors, officers and employees) free and harmless from and against any actual loss, damage, liability and expense whatsoever (including , without limitation, reasonable attorneys’ fees and litigation expenses).

7. Recipient shall have no obligation to enter into any further agreement with Discloser, except as Recipient, in its sole judgment, may deem advisable. It is understood that no patent, copyright, trademark or other proprietary right or license is granted by thisAgreement. The disclosure of Confidential Information and materials that may accompany such disclosure shall not result in any obligation to grant Recipient rights therein.

8. This Agreement shall be effective as of the date of the last signature as written below. It shall be terminated when the Purpose has been reached or on [ ], whichever is earlier. The rights and obligations accruing prior to termination as set forth herein shall, however, survive the termination as specified in this Agreement. Notwithstanding the foregoing, the obligations under Section 2(b) through 2(e), and the first sentence of Section 4 shall survive for three (3) years after the termination of this Agreement while the obligations under Sections 9 shall survive for five (5) years after such termination.

9. Either party agrees to inform the other party of any improvement made to the Confidential Information of the other party and/or any new Invention or discovery that could not have been made but for the use of the Confidential Information of the other party, whether patentable or not, and the parties agree to enter into good faith negotiations with each other to determine the ownership rights to such improvement and/or Invention or discovery.

10. This Agreement represents the entire understanding and agreement of the parties, and supersedes all prior communications, agreements and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended nor waived, except by a written instrument duly executed by both parties. This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement shall be governed and construed, in all respects, by the laws of Japan. All disputes between the parties in connection with this Agreement shall first be discussed in good faith between the parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within forty (40) days after either party gives notice to the other party, then the dispute will be submitted to the courts of the jurisdiction of the party receiving such notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below:

### The University of Osaka

Name:
Title:
Address:
Date:

### (Company)

Name:
Title:
Address:
Date: