

**CONFIDENTIAL DISCLOSURE AGREEMENT    CDA # \_\_\_\_\_**  
**To Protect both Parties Information**

This Confidential Disclosure Agreement, effective as of \_\_\_\_\_, 2011 ("Effective Date") is entered into by \_\_\_\_\_, a \_\_\_\_\_ corporation with principal offices located at \_\_\_\_\_ ("Company"), and Old Dominion University Research Foundation, a Virginia non-profit corporation, under contract with Old Dominion University for the performance of certain research administration and technology transfer functions ("University"), and confirms the terms and conditions under which University and Company will exchange Confidential Information, as hereinafter defined, with one another for the sole purpose of permitting each party to use the other party's Confidential Information for the purpose of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. "Confidential Information " is defined as samples, materials, data, information (oral or written), drawings, sketches, and other information of a secret, confidential, or proprietary nature concerning \_\_\_\_\_, which information, if in tangible form, is marked or otherwise identified as "CONFIDENTIAL" by the disclosing party at the time of disclosure, or if disclosed orally or visually and identified at the time of disclosure as confidential by the disclosing party, is summarized in tangible form, marked "CONFIDENTIAL", and transmitted to the receiving party within thirty (30) days after the oral or visual disclosure.

2. Confidential Information that is disclosed hereunder shall be maintained in trust and confidence by the receiving party and shall not, directly or through others, be disclosed,

