



MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Mutual Confidentiality and Nondisclosure Agreement (the "Agreement") is entered into between the Trustees of Columbia University in the City of New York New York, NY 10027 ("Columbia") and _____, having a place of business at _____ ("_____") and their successors and assigns, effective as of _____, 2014. The parties will engage in discussions regarding a potential business relationship (the "Potential Transaction"). The parties may disclose to each other certain trade secrets and confidential and/or proprietary information in discussing the Potential Transaction. The parties have entered into this Agreement to assure the confidentiality of the Information, as defined below, and prevent disclosure of such Information to third parties. Nothing in this Agreement shall obligate either party to proceed with the Potential Transaction and either party may terminate discussions regarding the Potential Transaction at any time, in its sole discretion. For purposes of this Agreement, a party that provides Information to the other party is the Disclosing Party and the party that receives such Information is the Receiving Party. The Receiving Party acknowledges that the Disclosing Party would not enter into discussions about the Potential Transaction unless the parties executed this Agreement. Accordingly, the parties agree as follows:

- 1) Confidential Information means all "trade secrets," confidential, and proprietary information of the Disclosing Party that is disclosed, directly or indirectly, to the Receiving Party during the course of their discussions and/or this Agreement, regardless of the form in which it appears, all copies thereof, and the content, substance, or effect of Information concerning, among other things, clients; contractors; and subcontractors; names and expertise of employees and consultants; case management data; know-how; formulas; processes; ideas; inventions (whether subject to patent, copyright, or trade mark protection or not); computer programs and models and the results therefrom; technical specifications; design concepts; marketing and publicity ideas, concepts, and plans; financial and other data; customer and product development plans; forecasts; strategies; analytics; concepts; letters of intent; and contracts related to the business of the Disclosing Party. Web-enabled tools, its passwords, and all components, functionality, and content of the website are Confidential Information. ("Confidential Information").
- 2) Confidential Information may only be used by the parties for the purpose of evaluating the Information and determining whether there is sufficient cause to pursue an Agreement as it relates to the Potential Transaction. The Confidential Information will not, at any time, be used in any other fashion, form, or manner for any other purpose or for any other party.
- 3) The Confidential Information shall not be disclosed to anyone other than persons within the Receiving Party's organization who have a need to know the Information set forth above and who have agreed to abide by the terms hereof. Under no circumstances shall Confidential Information be disclosed to any unauthorized third party.
- 4) Limitation on Obligations.
 - i) Proprietary Information shall not include information that:
 - (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Receiving Party;
 - (b) is currently or hereafter becomes known to the Receiving Party through disclosure by sources other than those having the legal right to disclose such Proprietary Information; or
 - (c) is independently developed by the Receiving Party without any reference to or reliance upon the Confidential Information;

- (d) The Receiving Party may disclose Confidential Information to the extent necessary to comply with applicable laws or governmental regulations, provided that the Receiving Party provides prompt prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.
- 5) Ownership of Confidential Information. The parties acknowledge and agree that the disclosure of Confidential Information by the Disclosing Party to the Receiving Party does not grant or imply a conveyance of ownership or a license of any Confidential Information or the patent, copyright, trade secret, trademark and other intellectual property rights embedded therein.
- 6) Return of Documents. If the Disclosing Party so requests, the Receiving Party shall promptly return to the disclosing Party all drawings, documents and other tangible manifestations of Confidential Information received by the Receiving Party pursuant to this Agreement (and all copies and reproductions thereof) and shall also destroy all copies of any analyses, compilations, study or other documents prepared by the Disclosing Party for the Receiving Party's use containing or reflecting any Confidential Information.
- 7) Miscellaneous.
 - i) This Agreement supersedes all prior agreements, written or oral; between the parties relating to the subject matter of this Agreement and may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties.
 - ii) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, provided that neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, provided further, however, either party may without such prior written consent assign or transfer its rights and obligations under this Agreement in connection with a corporate reorganization or to its own subsidiary or an affiliated entity or to an entity to which it has sold all or substantially all of its assets or with which it has merged.
 - iii) This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without regard to the principles of conflicts of law and shall remain in full force and effect for as long as the parties maintain their confidential business relationship and shall survive for a period of three (3) years from the date hereof.
 - iv) The provisions of this Agreement are necessary for the protection of the business and goodwill of the parties. Each party agrees that any breach of this Agreement will cause substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies that may be available, both parties shall have the right to seek specific performance and other injunctive and equitable relief.
 - v) No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired, and the provisions that is held to be invalid, illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties.
 - vi) Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given or made in writing.
- 8) The Receiving Party shall promptly advise the Disclosing Party in writing of any unauthorized use or disclosure of Confidential Information of which the Receiving Party becomes aware and shall provide reasonable assistance to the Disclosing Party to terminate such unauthorized use or disclosure.

9) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and with respect to the matter contained herein and supersedes all prior agreements or understandings. This Agreement shall not be modified except in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed below by their duly authorized representatives with full rights, power and authority to enter into and perform this Agreement.

_____ Trustees of Columbia University in the City of New York

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____