

disclosure of the Confidential Information within its organization to only those individuals who have a need to know the Confidential Information for carrying out the Purpose. Recipient shall safeguard the Confidential Information against disclosure to others with at least the same degree of care as it exercises with its own Confidential Information of a similar nature, but not less than a reasonable degree of care. Recipient agrees not to disclose any Information to others, including any employee or consultant, unless such others agree to execute and be bound by the terms of this Agreement.

4. For the avoidance of doubt, neither party shall use any Confidential Information of the other party as a basis upon which (1) to file or have filed a patent application, (2) to design around a claim in a patent application or patent of the other party, (3) to reverse E

Recipient shall either destroy or return to the Provider, at the Provider's direction, any materials, either tangible or electronic, containing the Confidential Information, and any copies thereof. However, one copy may be retained by Recipient's legal representatives for reference purposes and in order to comply with the terms of this Agreement.

11. Both parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and all embargoes and other restrictions

Signature: _____

Name: April Turley

Title: Director, Technology Transfer Office

Signature: _____

Name: _____

Title: _____