

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

This agreement is made and entered into this _____ day of _____, 2004 by and between Idaho State University (hereafter referred to as "ISU") and _____ (hereafter referred to as "Consultant").

For the purposes of _____, ISU wishes to share certain confidential information with Consultant. Confidential information as used herein, means: 1. written or tangible information clearly marked "confidential" and 2. other confidential oral or visual information ISU indicates is confidential at the time of disclosure and which is reduced to writing clearly marked "confidential" within a period of 30 days after disclosure.

Consultant will hold confidential information in secret and, except for the purposes for which the disclosure is made, will not use it in developing a product, or for any other purpose. Consultant will not disseminate it to any third party without the express written consent of ISU, who has sole discretion in this matter. Consultant agrees to protect the confidential information from disclosure using the same standard of care as Consultant uses to protect his/her own confidential information.

The obligations under this agreement will cease after ten years following the date of this agreement. No information will be considered confidential if: 1. It is known to Consultant prior to receiving it from ISU, 2. it is or becomes publicly available other than by breach of this agreement, 3. consultant rightfully obtains it from a third party, or 4. it is independently developed by Consultant or others who have not been given this information.

Consultant will return the original and any copies of the confidential information to ISU when the evaluation of the information is complete and/or when requested in writing by ISU.

CONSULTANT

Name

Title

Date