

SIGMA-ALDRICH CO.
CONFIDENTIAL DISCLOSURE AGREEMENT
And
MATERIAL TRANSFER AGREEMENT

In order to protect certain information, including information about products and materials (“Information”), and samples of materials (“Material”) which may be disclosed or exchanged between them Sigma Chemical, a division of Sigma-Aldrich Co. (“Sigma”) and the “Participant” identified below, intending to be legally bound, agree that:

- 1) The Discloser(s) of Information is (are):
 (“Participant”) and Sigma
- 2) The parties’ representatives for disclosing or receiving information are (if known):
 Sigma:
 Participant:
- 3) Information and material to be disclosed under this Agreement is described as:
- 4) The existence of and the relationship created under this Agreement are confidential and shall be treated as Information pursuant to the terms of this Agreement.
- 5) The Material received shall be made available to Participant for testing purposes only. Participant represents that, to the best of its knowledge, it will disclose to Participant all hazards and safety precautions relating to the use of the Material known to Participant on the date of transfer.
- 6) This Agreement controls only Information and Material that is disclosed by one party (“Discloser”) to the other party (“Recipient”) from the Effective Date to .
- 7) Recipient’s duties under the terms of this Agreement expire on .
- 8) Recipient shall not disclose or use Information, or allow it to be used, for its own benefit or the benefit of others, and shall protect Information by using the same degree of care, but no less than a reasonable degree of care, as Recipient uses to protect its own confidential information. The Information, as appropriate, may be disclosed to Recipient’s subsidiaries and affiliates, which are bound by the terms of this Agreement.
- 9) Recipient’s duties under the terms of this Agreement shall apply only to Information that is: (a) disclosed by the Discloser in writing and marked to indicate it is confidential at the time of disclosure; or (b) disclosed by the Discloser in any other manner and indicated to be confidential at the time of disclosure and thereafter is summarized in a written memorandum, marked to indicate it is confidential and delivered to Recipient’s representative named in paragraph 2 within thirty days of disclosure; or (c) disclosed in the form of tangible products or materials transmitted to the Recipient with an accompanying written memorandum.
- 10) This Agreement imposes no obligation upon Recipient with respect to Information that: (a) was in Recipient’s possession before receipt from the Discloser, as evidenced by Recipient’s written records; or (b) is or becomes available to the public through no fault of Recipient; or (c) is received in good faith by Recipient from a third party and is not subject to an obligation of confidentiality owed to the third party; or (d) is independently developed by Recipient without reference to Information received hereunder, as evidenced by Recipient’s written records; or (e) Recipient is required to disclose by judicial or administrative process.
- 11) In the event that Recipient is required by judicial or administrative process to disclose Information, Recipient shall promptly notify Discloser and allow Discloser a reasonable time to oppose such process.

- 12) The Material received by Participant is the property of Sigma.. The Material or any progeny or derivative or Information relating to Material thereof may not be transferred to any third party for any purpose without the written permission of Sigma. A Recipient of materials constituting Information shall not analyze or permit a third party to analyze any such materials except with written permission. If Participant makes an invention, whether patentable or not, as a result of its use of Material, it will promptly inform Sigma of such invention. All intellectual property rights in the Materials shall be owned by Sigma. Participant agrees that nothingherein shall create or imply any license in such rights to Participant.
- 13) Participant shall not state or imply in any publication, advertisement or other medium that any product or service relating to Information or Material, bearing any of Sigma's names or trademarks, manufactured, sold or distributed by Sigma, has been tested, approved or endorsed by Participant. Participant may use the name of Sigma in reference to the Information or Material only with the prior written approval of Sigma.
- 13) Recipient agrees to return all written Information received from Discloser at the request of Discloser except that Recipient may retain in its confidential legal files one copy of such written Information for record purposes only. However, all biological Material supplied to Participant by Sigma and/or developed or prepared during the course of the tests and experiments shall be destroyed or returned to Sigma at the discretion and request of Sigma.
- 14) Each Discloser warrants that it has the right to make disclosures under this Agreement.
- 15) Neither party shall acquire any license to any intellectual property rights of the other party pursuant to this Agreement, nor do the parties intend that any agency or partnership relationship be created by this Agreement. Neither party has an obligation pursuant to this Agreement to purchase any service or item from the other party. Except for the purpose of conducting the tests and experiments defined in this agreement, the Participant shall not make any copies by electronic, mechanical, biological or any other means of duplication.
- 16) The parties acknowledge, understand and agree that a breach of this Agreement will cause irreparable injury to each party, and that no adequate or complete remedy at law is available to the parties for such breach. Accordingly, the parties agree that they shall be entitled to enforcement of this Agreement by injunction.
- 17) The provisions of this Agreement shall be construed and enforced in accordance with the law of the State of Missouri.
- 18) Any notice or communication required or permitted to be given by either party hereunder, including confidential disclosures, shall be deemed sufficient if mailed by certified mail, return receipt requested; or by Express mail, return receipt requested; or by express courier; and addressed to the party to be notified as indicated below.
- 19) All additions or modifications to this Agreement must be made in writing and executed by both parties.
- 20) This Agreement is to be executed in duplicate. Please return one fully executed copy to: Sigma -Aldrich Co., Attn: Paula L. Miller, 3050 Spruce Street, St. Louis, Missouri 63103.
- 21) Attachment: Yes No

If yes, number of pages:

Participant:

Sigma:

Sigma Chemical a division of Sigma-Aldrich Co.
3050 Spruce Street
St. Louis, Missouri 63103

Accepted By: _____
Typed Name:
Title:

Typed Name:
Title:

Effective Date: