

would cause this obligation of Company to exceed such sum, unless University receives written authorization to the contrary.

Article 8 — Period of Agreement

The present agreement shall have an effective date of _____ and shall terminate on _____.

Article 9 — Amendments to Agreement

The terms herein stipulated may not be modified in any way without the mutual consent of the parties in writing.

Article 10 — Assignment

No right or obligation related to this Agreement shall be assigned by either party without the prior written permission of the other. University shall not subcontract any work to be performed except as specifically set forth in this Agreement.

Article 11 — Equipment

Any equipment or materials purchased by University as part of the Project shall remain the property of University unless otherwise specified in Article 17.

Article 12 — Confidentiality

Company and University may disclose confidential information one to the other to facilitate work under this Agreement.

Such information shall be safeguarded and not disclosed to anyone without a "need to know" within the Company or the University. Each party shall also strictly protect such information from disclosure to third parties.

Unless otherwise agreed to in writing, the terms and conditions of this Agreement are confidential.

The obligation to keep confidential shall however not apply to information which:

- (a) is already known to the party to which it is disclosed;
- (b) becomes part of the public domain without breach of this Agreement;
- (c) is obtained from third parties which have no obligations to keep confidential to the contracting parties.

Article 13 — Publicity

Company will not use the name of University, nor of any member of University's staff, in any publicity without the prior written approval of an authorized representative of University.