

ATTACHMENT A



Confidentiality Agreement

WHEREAS, Gaussian and Ohio Supercomputer Center, Columbus (the "Licensee") have entered into a License to Use Agreement dated May 31, 2006 (the "License") which, inter alia, grants to Licensee the right to install and use certain Software as defined in the License; and

WHEREAS, no employee of Licensee and no student, professor or post-doctorate affiliated with Licensee shall be given access to the Software unless such individual obtains approval and executes and delivers to Gaussian this Confidentiality Agreement; and

WHEREAS, the undersigned desires to have access to the Software solely during the term of the License for the restricted and limited purposes set forth in the License.

NOW, THEREFORE, in consideration of the foregoing premises, and in order to induce LICENSEE to give the undersigned the aforesaid limited right of access to the Software, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, (print or type name) _____ being employed by Licensee or being a professor, post-doctorate or student at Licensee's site and residing at (print or type home address) _____ hereby covenants and agrees as follows.

1. The Software and all materials and information relating to the Software are deemed to be "Confidential Information" and, without the prior written consent of Gaussian, the undersigned will NOT, at any time, directly or indirectly:
 - a. Use any Confidential Information for any purpose not associated with the License;
 - b. Use any Confidential Information in any manner or way that will compete with the business of Gaussian or that will provide assistance to any competitor of Gaussian, to have access to or use of any Confidential Information;
 - c. Disseminate, disclose or allow access to any Confidential Information to any person, firm, corporation, educational institution or other organization, except those persons who are (i) employees or registered students of LICENSEE, (ii) who have executed and delivered to Gaussian a Confidentiality Agreement, AND (iii) who are reasonably required to have access to such Confidential Information in the interest of implementing the License;
 - d. Disseminate or disclose any Confidential Information or any part of the Software to any competitor of Gaussian;
 - e. Disseminate or disclose any Confidential Information or any part of the Software to any person or organization or in any manner which is contrary to the export laws of the USA;
 - f. Use any part of the Software for any commercial purpose; OR
 - g. Retain any copy of any part of the Software once his/her affiliation with LICENSEE concludes or terminates.

Confidential Information will not include any information which is in or later enters the public domain other than by a breach of License or this Agreement. The undersigned agrees not to allow any part of the Software to enter the public domain.

2. Gaussian shall retain all ownership rights in the Software, and the undersigned recognizes and agrees that the undersigned will have no ownership rights, including copyright rights, in the Software, and that all such rights will belong exclusively to Gaussian.
3. The undersigned will not disclose to any third party or report publicly any performance information or benchmark times of any part of the Software without the prior written approval of Gaussian, which approval may be withheld by Gaussian for any reason whatsoever.
4. The undersigned hereby agrees to indemnify and hold harmless Gaussian from and against any and all damages, liabilities, attorney's fees and costs incurred by Gaussian as a result of the breach of any of the undersigned's obligations, covenants or representation under this Agreement.
5. The undersigned's right of access to the Software will immediately terminate upon the first to occur of any of the following events: (a) the termination of the License, (b) the termination of the undersigned's employment by, or affiliation with the Licensee, or (c) the undersigned's breach of any of his or her obligations, covenants or representations under this Agreement. Upon such termination of the right of access, all materials and information relating to the Software, including all copies thereof, in the possession, custody or control of the undersigned will immediately be returned to Gaussian.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of this ____ day of _____, 20 ____.

Research Group Leader: _____

Signature

Department: _____

Print Name