

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement, dated as of _____, 2009 (the "Effective Date"), is between Genzyme Corporation ("Genzyme") and _____ (the "Receiving Party"). In order to enable the Receiving Party to evaluate Genzyme's RDP58, Genzyme intends to disclose certain confidential information to the Receiving Party. In consideration for such disclosure, the parties hereby agree as follows:

1. As used in this Agreement, the term "Confidential Information" includes, without limitation, any technical, scientific, trade, research, manufacturing, marketing, supplier or other information that may be disclosed by Genzyme to the Receiving Party, regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic, or other form. The existence of this Agreement, the fact that Confidential Information is being disclosed to the Receiving Party, and the fact that discussions or negotiations are taking place concerning a possible relationship between the parties shall be considered Confidential Information.

2. Confidential Information shall not be deemed to include information which the Receiving Party can demonstrate by competent written proof: (a) was in the public domain prior to the time of its disclosure under this Agreement; (b) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party; (c) was independently developed by the Receiving Party prior to the time of its disclosure under this Agreement; or (d) is disclosed to the Receiving Party without restriction on further disclosure by a third party having the right to make such disclosure.

3. The Receiving Party agrees that it shall: (a) protect the Confidential Information with the same degree of care as it normally uses to preserve and safeguard its own proprietary information of like nature, but not less than a reasonable degree of care; (b) use Confidential Information solely for the purposes of this Agreement; and (c) disclose Confidential Information only on a need-to-know basis to effect the purposes of this Agreement and only to its employees, advisors, agents and affiliates who have undertaken an obligation of confidentiality substantially similar to that contained herein.

4. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall not be prohibited to the extent required to comply with applicable laws or regulations, or with a valid court or administrative order, provided that the Receiving Party: (a) promptly notifies Genzyme in writing of the existence, terms and circumstances of such required disclosure; (b) consults with Genzyme on the advisability of taking legally available steps to resist or narrow such disclosure; and (c) takes all reasonable and lawful actions to obtain confidential treatment for such disclosure.

5. This Agreement shall remain in effect for a period of one (1) year from the Effective Date; *provided, however*, that the Receiving Party's obligations of non-disclosure and non-use hereunder shall continue for a period of five (5) years from the Effective Date.

6. Upon request by Genzyme, the Receiving Party shall return to Genzyme or destroy all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the Receiving Party; *provided, however*, that one (1) copy of the Confidential Information may be retained by the Receiving Party for the sole purpose of monitoring its ongoing obligations hereunder.

7. This Agreement shall not impose upon either party any obligation to enter into any relationship or further agreement with the other party. Nothing herein shall be construed as granting to the Receiving Party hereto, by implication, estoppel or otherwise, any right, title or interest in, or any license under, any intellectual property right of Genzyme or any of the Confidential Information, other than as specifically set forth herein.

8. This Agreement constitutes the entire agreement of the parties regarding the disclosure and use of Confidential Information covered under this Agreement, and shall not be modified by previous agreements between the parties. In addition, this Agreement shall not amend, diminish, supplement or otherwise affect any previous agreements, if any, between the parties with respect to the disclosure or use of information covered by such prior agreements. This Agreement may be changed only by a writing signed by both parties and shall be binding and inure to the benefit of the parties' respective successors and assigns.

9. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

10. This Agreement may be executed in more than one counterpart and signature pages may be exchanged by facsimile.

11. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Acknowledged and agreed:

Approved as
to form:

GENZYME CORPORATION

[_____]

Legal Dep't

By: _____
Name:
Title:

By: _____
Name:
Title: