DISCLOSURE AGREEMENT

THIS AGREEMENT, entered into by and between Northwestern University Evanston, Illinois (hereinafter "Northwestern") and PPG Industries, Inc. having its principal office in Barberton, Ohio, and its affiliated companies (hereinafter "PPG").

WHEREAS, Northwestern is the owner of certain proprietary information (hereinafter "Information") with all right, title and interest vested therein or has authority to disclose said Information; and

WHEREAS, Northwestern in its discretion, desires from time to time to disclose to PPG, Information for PPG's evaluation; and

WHEREAS, PPG desires to receive such Information for evaluation purposes to determine whether it is interested in acquiring rights with respect thereto;

NOW, THEREFORE, the parties hereto agree to the terms and conditions contained herein.

1) Northwestern agrees to notify PPG in writing, prior to its submission of Information, the nature of the Information Northwestern wishes to disclose. Said notice shall specify that the disclosure will be made in accordance with the terms of this Agreement and Northwestern University Policy. PPG shall promptly notify Northwestern of its interest in receiving said disclosure and will specify the name of the PPG party to whom the disclosure should be submitted.

2) PPG agrees that for a period of three (3) years from the date of said disclosure, it will treat such Information with the same degree of care to avoid disclosure of Information to any other person, firm or corporation as PPG employs with respect to its own information of like importance, which it does not desire to have published or disseminated, but shall not be liable for any unauthorized disclosure unless it fails to safeguard disclosed Information with such care. However, PPG shall have no obligation with respect to any such Information which is:

(a) independently developed by PPG without the benefit of Northwestern's disclosure or is already known to PPG at the time of the disclosure;

(b) which is or becomes publicly known without the wrongful act or breach of this Agreement with PPG;

(c) which is rightfully received by PPG from a third party on a non-confidential basis;

(d) or which is approved for release by Northwestern's written authorization.

3) PPG shall be entitled, at its option, to subject the Information to such tests, analyses, experiments or clinical studies as in its judgment are warranted or of interest to it and to disclose such Information to its employees and consultants (non-employees retained by PPG because of their standing and expertise in the area of art concerned) for evaluation purposes.

4) Disclosure of Information to PPG shall not expressly nor impliedly restrict Northwestern from submitting such Information to others or from using it in any other manner it desires.

5) No obligation of payment or of any kind is assumed by, nor may be implied against PPG other than that of treating the Information as described above, and acceptance of the Information by PPG shall not give PPG or its employees or agents the right to use the Information until or unless a formal written contract for that purpose has been entered into by the parties.

6) All communications, notices and exchanges of Information contemplated herein shall be sent to the following parties or their designates:

PPG: Dr. William E. Bissinger
Manager
University and Government R & D Programs
PPG Industries, Inc.
P.O. Box 31
Barberton, Ohio 44203

NORTHWESTERN: Earl J. Freise, Ph. D.

Assistant Director
Office of Research and Sponsored Programs
Rebecca Crown Center
Northwestern University
Evanston, Illinois 60201

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

PPG Industries, Inc.

By_____

Date of Agreement_____

NORTHWESTERN UNIVERSITY

By_____
David Mintzer
Vice President for Research
and Dean of Science