

## EXHIBIT A

### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is entered into as of October , 2007 (the “**Effective Date**”), by and between AVI BioPharma, Inc., an Oregon corporation (the “**Company**”) and (the “**Recipient**”) (each, a “**Party**” and, collectively, the “**Parties**”).

#### RECITALS

A. The Recipient is a consultant to the Company and will be providing professional services to the Company in accordance with that certain Professional Services Agreement dated as of the day of October 2007 (the “**Consulting Agreement**”).

B. In connection with the Consulting Agreement, the Company will disclose to the Recipient certain material, non-public information about the Company. As a condition precedent to providing such information to the Recipient, the Parties have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and other valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follow

#### **I. DEFINITIONS. FOR THE PURPOSES OF THIS AGREEMENT:**

A. “**Affiliate**” of a Party means any entity that a Party directly or indirectly controls, or is controlled by, including but not limited to employees, agents, and entities.

- B. **“Confidential Information”** means any business, marketing, technical, or other information in tangible or intangible form, disclosed by the Company to the Recipient that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties (or their Affiliates), exercising reasonable business judgment, to be confidential, specifically including Company business plans, product concepts, technical know-how, methods of and other information relating to operations, development strategies, distribution arrangements, financial data, marketing plans, and business practices, policies, or objectives.

## II. **DISCLOSURE, USE RESTRICTIONS AND PROPRIETARY RIGHTS.**

### A. **Disclosure and Use.**

1. Any Confidential Information received by the Recipient shall be retained in confidence, disclosed only to Affiliates solely on a need to know basis, and used only in accordance with this Agreement. The Recipient shall use

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at least the same degree of care as it uses to protect his/its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use or disclosure of the Confidential Information. The obligations of confidence set forth in this Agreement shall extend to any of the Recipient’s Affiliates, including the Recipient’s attorneys, advisors, directors, executive officers and employees that may receive Confidential Information. The Recipient shall notify its attorney(s), advisors, directors, officers and Affiliates of the requirements of this Agreement and require that such persons comply with the requirements of this Agreement.

2. In accordance with Section 2.4 below, the Recipient shall notify the Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Recipient, its officers, directors, advisors, attorneys, employees, or Affiliates, and will cooperate with the Company to assist the Company to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

- B. **Exemptions.** The Recipient shall not be bound by the obligations restricting disclosure and use set forth in this Agreement with respect to Confidential Information, or any part thereof, which: (i) was known by the Recipient prior to disclosure, except if such Confidential Information, or any part thereof, became known to Recipient as a result of or in connection with prior positions or roles Recipient had with the Company that allowed Recipient to know or become exposed to or aware of such Confidential Information or any part thereof, in which case such Confidential Information or such part thereof shall be deemed to be Confidential Information subject to subparagraphs (ii), (iii), (iv) and (v) herein; (ii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this Agreement; (iii) was disclosed to the Recipient by a third party, provided such third party is not in breach of any confidentiality obligation in respect of such information; (iv) is independently developed by the Recipient, where the burden is on the Recipient to prove independent development; or (v) is disclosed when such disclosure is compelled pursuant to legal, judicial or administrative proceedings, or otherwise required by law, subject to the Recipient giving reasonable prior notice to the Company Party to allow the Company to seek protective court orders. The foregoing exemptions shall extend to any Affiliates that receive or have received Confidential Information.

- C. **Proprietary Rights.** The Recipient (including its Affiliates) shall not acquire any rights, express or implied, in the Confidential Information of the Company (including its Affiliates), except for the limited use specified in this Agreement. The Confidential Information, including all right, title and interest therein, remain the sole and exclusive property of the Company (and its Affiliates).

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- D. **Compulsory Disclosure.** If the Recipient is legally compelled to disclose any of the Confidential Information, the Recipient shall promptly provide written notice to the Company to enable the Company (at its sole cost and expense) to seek a protective order or other appropriate remedy to avoid public or third-party disclosure of its Confidential Information. If such protective order or other remedy is not obtained, the Recipient shall furnish only so much of the Confidential Information that it is legally compelled to disclose, and shall exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. The Recipient shall cooperate with and assist the Company, at the Company’s expense, in seeking any protective order or other relief requested pursuant to this Section 2.4.

## III. **REMEDIES. THE RECIPIENT AGREES THAT ANY VIOLATION OR THREATENED VIOLATION OF THIS AGREEMENT WILL CAUSE IRREPARABLE HARM TO THE COMPANY, ENTITLING THE COMPANY TO SEEK INJUNCTIVE RELIEF IN ADDITION TO ALL OTHER LEGAL REMEDIES.**

## IV. **TERM OF OBLIGATION.**

- A. **Term.** The confidentiality obligations set forth in this Agreement shall continue with regard to an item of information as long as that information continues to meet the definition of “Confidential Information” and is not exempt under Section 2.2.

**B. Return of Confidential Information.** At any time upon written request by the Company, the Recipient shall return or destroy all documents or other materials embodying Confidential Information, shall retain no copies thereof, and shall certify in writing that such destruction or return has been accomplished. The confidentiality obligations set forth in this Agreement shall survive any termination of the Agreement.

**V. SECURITIES LAWS. THE RECIPIENT HEREBY ACKNOWLEDGES THAT THE COMPANY IS A PUBLICLY TRADED COMPANY. THE RECIPIENT HEREBY ACKNOWLEDGES THAT HE IS AWARE THAT FEDERAL AND STATE SECURITIES LAWS PROHIBIT ANY PERSON WHO HAS RECEIVED MATERIAL, NON-PUBLIC INFORMATION (INFORMATION ABOUT THE COMPANY OR ITS BUSINESS THAT IS NOT GENERALLY AVAILABLE TO THE PUBLIC) CONCERNING THE COMPANY, INCLUDING, WITHOUT LIMITATION, THE MATTERS THAT ARE THE SUBJECT OF THIS AGREEMENT, FROM PURCHASING OR SELLING SECURITIES OF THE COMPANY WHILE IN POSSESSION OF SUCH NON-PUBLIC INFORMATION, AND FROM COMMUNICATING THAT INFORMATION TO ANY OTHER PERSON WHO MAY PURCHASE OR SELL SECURITIES OF THE COMPANY OR OTHERWISE VIOLATE SUCH LAWS. THE RECIPIENT SPECIFICALLY ACKNOWLEDGE THESE OBLIGATIONS AND AGREES TO BE BOUND BY THEM.**

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**VI. GENERAL.**

- A. Waiver.** The failure of the Company to claim a breach of any term of this Agreement shall not constitute a waiver of such breach or the right of the Company to enforce any subsequent breach of such term.
- B. Assignment.** This Agreement shall be binding on and inure to the benefit of each Party and their respective successors and assigns.
- C. Severability.** In the event that any provision of this Agreement is found to be invalid, void or unenforceable, the Parties agree that unless such provision materially affects the intent and purpose of this Agreement, such invalidity, void ability or unenforceability shall not affect the validity of this Agreement nor the remaining provisions herein.
- D. Governing Law.** This Agreement shall be governed by the laws of the State of Oregon, without regard to its conflict of law principles. The jurisdiction for any legal action shall be exclusively a state or federal court in Multnomah County, Oregon.
- E. Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior agreements, communications and understandings of any nature whatsoever, oral or written. This Agreement may not be modified or waived orally and may be modified only in a writing signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and to be effective on the Effective Date.

Company  
AVI BioPharma, Inc.

Recipient

By: \_\_\_\_\_  
Print Name: K. Michael Forrest  
Title: Interim CEO  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date \_\_\_\_\_

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