

Confidential Disclosure Agreement

In order to protect confidential information relating to research, development, business plans, and other technology, which may be disclosed between them, the National Institute of Allergy and Infectious Diseases, a component of the National Institutes of Health, an agency of the U.S. Department of Health and Human Services (“NIAID, NIH”), and the “Collaborator” identified below (collectively the “Parties”), intending to be legally bound as of the date of the last signature hereto (“Effective Date”), agree that:

1. A Party (“Disclosing Party”) may disclose information to the other (“Receiving Party”) for the purpose of assessing their interest in a research collaboration. The Disclosing Party(ies) is (are): **[NIAID, Collaborator or both]**

2. The Parties’ representatives for disclosing or receiving information (if known):

For NIAID, NIH: _____

For Collaborator: _____

3. The information disclosed under this Agreement (“Confidential Information”) is described as:

4. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any person except its employees, consultants, or contractors to whom it is necessary to disclose the Confidential Information for the purpose described above, and any such disclosures shall be under terms at least as restrictive as those specified herein. Any of the persons mentioned above who are given access to the Confidential Information shall be informed of this Agreement. The Receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Party uses to protect its own confidential information.

5. The Receiving Party’s duties under this Agreement shall apply only to Confidential Information in any written document, memorandum, report, correspondence, drawing, or other material, or computer software or program, developed or prepared by the Disclosing Party or any of its representatives that has been clearly marked “Confidential.” Oral disclosures must be reduced to writing and marked “Confidential” within thirty (30) days after disclosure to be considered Confidential Information.

6. Notwithstanding any other provision of this Agreement, Confidential Information shall not include any item of information, data, patent or idea that: (a) is within the public domain prior to the time of the disclosure by the Disclosing Party to the Receiving Party or thereafter becomes within the public domain other than as a result of disclosure by the Receiving Party or any of its representatives in violation of this Agreement; (b) was, on or before the date of disclosure in the possession of the Receiving Party; (c) is acquired by the Receiving Party from a third party not under an obligation of confidentiality; (d) is hereafter independently developed by the Receiving Party, without reference to the information received from the Disclosing Party; or (e) the Disclosing Party expressly authorizes the Receiving Party to disclose.

7. At the request of the Disclosing Party, the Receiving Party agrees to return all Confidential Information received from the Disclosing Party except that the Receiving Party may retain in its confidential files one (1) copy of written Confidential Information for record purposes only.

8. If the Receiving Party, or anyone to whom it discloses the Confidential Information in accordance with Paragraph 4, becomes legally required to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with timely notice and, to the extent practicable, consult with the Disclosing Party prior to any disclosure.

9. This Agreement is to be made under and shall be construed in accordance with Federal laws as applied by the Federal Courts in the District of Columbia, and constitutes the entire understanding between the Parties with respect to the subject matter hereof and merges any and all prior agreements, understandings and representations. The Agreement may not be superseded, amended or modified except by written agreement between the Parties. This Agreement will control Confidential Information disclosed only between the Effective Date and six (6) months thereafter and will otherwise remain in effect for three (3) years from the Effective Date.

10. Each Party has caused this Agreement to be executed on its behalf in duplicate (each of which duplicate shall be deemed to be an original).

Collaborator

**National Institute of Allergy and Infectious Diseases
Office of Technology Development
6610 Rockledge Drive, MSC 6606
Room 4071
Bethesda, MD 20892-6606**

Authorized Signature:

Authorized Signature:

Name: _____

Title: _____

Date: _____

Michael R. Mowatt, Ph.D.

Director, Office of Technology Development

Date: _____

Acknowledged by NIAID Representative(s)
Disclosing/Receiving Confidential Information:

Date: _____