

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is made by and between the _____, an agency of the United States Government, (hereinafter referred to as **[IC acronym]** “_____”), and _____ an entity organized and existing under the laws of _____ (hereinafter referred to as “Entity”). Collectively or individually, the **[IC]** _____ and Entity shall also be referred to as “Parties” or “Party.”

WHEREAS, the **[IC]** _____ has certain confidential information relating to _____ (hereinafter referred to as the “Confidential Information”); and

WHEREAS, the Entity is interested in examining the Confidential Information in order to _____;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties hereto agree as follows:

1. The **[IC]** _____ shall disclose and transmit Confidential Information to Entity in sufficient detail to enable Entity to make the determinations set forth above.
2. The Entity agrees to accept the Confidential Information and employ all reasonable efforts to maintain the Confidential Information of the **[IC]** _____ secret and confidential, such efforts to be no less than the degree of care employed by Entity to preserve and safeguard its own confidential information. The Confidential Information shall not be disclosed, revealed, or given to anyone by Entity except employees of Entity who have a need for the Confidential Information in connection with Entity's evaluation, and such employees shall be advised by Entity of the confidential nature of the Confidential Information and that the Confidential Information shall be treated accordingly.
3. The **[IC]** _____ hereby acknowledges that Entity shall not incur any liability merely for examining and considering the Confidential Information; however, Entity agrees that it will not use the Confidential Information for any purpose except as set forth herein.
4. The Entity's obligations under Paragraph 2 and 3 above shall not extend to any part of the Confidential Information of the **[IC]** _____:
 - (a) that can be demonstrated to have been in the public domain or publicly known at the time of disclosure; or
 - (b) that can be demonstrated to have been in the Entity's possession or that can be demonstrated to have been readily available to Entity from another source prior to the disclosure; or
 - (c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by Entity; or
 - (d) that can be demonstrated as independently developed or acquired by Entity without reference to or reliance upon such Confidential Information; or

(e) that is required to be disclosed by law.

5. The Entity's obligations under Paragraphs 2 and 3 shall extend for a period of three (3) years from the date of this Agreement, unless the [IC] _____ informs Entity that the Confidential Information is still secret and confidential, in which case the obligations of Paragraphs 2 and 3 hereof shall extend for a further period of two (2) additional years.
6. All information to be deemed confidential under this Agreement shall be clearly marked "**CONFIDENTIAL**" by the [IC] _____. Any Confidential Information which is orally disclosed must be reduced to writing and marked "**CONFIDENTIAL**" by the [IC] _____ and such notice must be provided to Entity within thirty (30) days of such disclosure.
7. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to Entity of any license or other rights under any patent, patent application or other intellectual property right or interest belonging to the [IC] _____.
8. It is understood and agreed by both Parties that each represents and warrants to the other Party that each Official signing this Agreement has authority to do so.
9. The illegality or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.
10. The construction, validity, performance and effect of this Agreement shall be governed by Federal law, as applied by the Federal Courts in the District of Columbia.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

ACCEPTED AND AGREED

The undersigned expressly certify or affirm that the contents of any statements made or reflected in this document are truthful and accurate. The undersigned further agree to examine and consider the subject matter of the Confidential Information on the foregoing basis.

FOR THE [Full Name IC] _____

(Authorized Signatory for [IC] _____)

Date

[Printed Name]

[Title of Signatory]

[IC _____]

National Institutes of Health

[Address]

FOR THE ENTITY

(Authorized Signatory for Entity)

Date

(Printed Name)

(Title of Signatory)

Address:

