

## 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, Entity has certain confidential information relating to \_\_\_\_\_ (hereinafter referred to as the “Confidential Information” belonging to Entity); and

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

WHEREAS, each Party is interested in examining the Confidential Information of the other Party in order to \_\_\_\_\_;

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

1. Each Party shall disclose and transmit Confidential Information to the other Party in sufficient detail to enable such other Party to make the determinations set forth above.
2. Each Party agrees to accept the Confidential Information and employ all reasonable efforts to maintain the Confidential Information of the other Party secret and confidential, such efforts to be no less than the degree of care employed by each Party to preserve and safeguard its own confidential information. The Confidential Information of the disclosing Party shall not be disclosed, revealed, or given to anyone by the receiving Party except employees of the receiving Party who have a need for the Confidential Information in connection with the receiving Party's evaluation, and such employees shall be advised by the receiving Party of the confidential nature of the Confidential Information and that the Confidential Information shall be treated accordingly.
3. Each Party hereby acknowledges that the other Party shall not incur any liability merely for examining and considering the Confidential Information; however, each Party agrees that it will not use the Confidential Information of the other Party for any purpose except as set forth herein.
4. The obligations of a Party under Paragraph 2 and 3 above shall not extend to any part of the Confidential Information of the other Party:
  - (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 possession of or that can be demonstrated to have been readily available to such Party 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 such Party; or

(d) that can be demonstrated as independently developed or acquired by such Party without reference to or reliance upon such Confidential Information; or

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

5. Each Party's obligations under Paragraphs 2 and 3 shall extend for a period of three (3) years from the date of this Agreement, unless either Party informs the other Party 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 disclosing Party. Any Confidential Information which is orally disclosed must be reduced to writing and marked "**CONFIDENTIAL**" by the disclosing Party and such notice must be provided to the other Party 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 either Party by the other of any license or other rights under any patent, patent application or other intellectual property right or interest.
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:

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