

**National Institute of Mental Health**  
**CONFIDENTIAL DISCLOSURE AGREEMENT**

This Agreement is made by and between the National Institute of Mental Health (hereafter referred to as "NIMH"), and \_\_\_\_\_, an entity organized and existing under the laws of \_\_\_\_\_ (hereafter referred to as "PARTICIPANT"). Collectively or individually, the NIMH and PARTICIPANT shall also be referred to as "Parties" or "Party."

1. The parties are entering into this agreement in order to have discussions and exchange information regarding: (state subject matter and purpose)
2. The disclosure of Confidential Information is between the Parties.

The Parties' representatives for disclosing or receiving Confidential Information (if known):

For NIMH:

For Participant:

3. Confidential Information disclosed under this Agreement is described as follows:
4. This Agreement controls only Information which is disclosed by one party to the receiving Party between \_\_\_\_\_ **date** \_\_\_\_\_, and \_\_\_\_\_ **date** \_\_\_\_\_, unless otherwise mutually agreed by both parties in writing.
5. Each party agrees to accept the other party's Confidential Information and employ all reasonable efforts to hold the Confidential Information in confidence. Recipient shall use no less than the degree of care it employs to preserve and safeguard its own confidential information. The Confidential Information shall not be disclosed, revealed, or given to anyone by the recipient except individuals who have a need for the Confidential Information in connection with this agreement. All such individuals shall be advised by the recipient of the confidential nature of the Confidential Information and that the Confidential Information must be treated accordingly.
6. The Parties' obligations under Paragraph 5 above shall not extend to any part of the Confidential Information:
  - (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 recipient's possession or that can be demonstrated to have been readily available to the recipient from another source not under an obligation of confidentiality to the disclosing party; or

(c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by the Recipient; or

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

(e) that is required to be disclosed by law or a court or administrative body of competent jurisdiction.

7. The obligations established by this agreement shall extend for a period of five (5) years from the latter date indicated in Paragraph 4 above.
8. All information to be deemed confidential under this Agreement shall be clearly marked "**CONFIDENTIAL**" by the disclosing party. Any Confidential Information that 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.
9. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to the either party of any license or other rights under any patent, patent application or other intellectual property right or interest belonging to the other party.
10. The illegality or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.
11. The construction, validity, performance and effect of this Agreement shall be governed by United States Federal law, as applied by the Federal Courts in the District of Columbia.
12. The parties hereto have caused this Agreement to be executed on its behalf in duplicate each of which duplicate shall be deemed to be an original.

**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 NATIONAL INSTITUTE OF MENTAL HEALTH**

\_\_\_\_\_  
Richard Nakamura, Ph.D., Acting Scientific Director  
or Patrick Shirdon, Executive Officer  
National Institute of Mental Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
Suzanne L. Winfield, Ph.D.  
Technology Development Coordinator  
National Institute of Mental Health

\_\_\_\_\_  
Date

**Read and Acknowledged By:**

\_\_\_\_\_  
Name of NIMH Investigator  
(Title of NIMH Investigator)  
National Institute of Mental Health

\_\_\_\_\_  
Date

**FOR THE PARTICIPANT**

\_\_\_\_\_  
(Name of Authorized Signatory for PARTICIPANT)  
(Title)  
(Organization)  
(Address)

\_\_\_\_\_  
Date