

(HHS Ref. No(s)):

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is made by and between the Public Health Service ("PHS"), through the Office of Technology Transfer at the National Institutes of Health, which is located at 6011 Executive Blvd., Suite 325, Rockville, MD 20852, and the company indicated below (hereinafter "Company").

In consideration of receiving for review from PHS a copy of the Patent Application(s) and Claims bearing the serial number(s) and title(s) indicated below (hereinafter "Application(s)"), Company agrees as follows:

1. Company agrees not to disclose any portion of the Application(s) to any third party without prior written permission from PHS, shall use reasonable care to maintain the confidentiality of the Application(s) with at least the same degree of care as is exercised in respect of Company's own proprietary information, and shall disclose the Application(s) only to those of Company's employees who have a need to review the Application(s) for the purposes specified in paragraph 4 below.
2. The following information categories are excluded from the confidentiality obligation of Paragraph 1:
 - a. Information that was known to Company about the Application(s) prior to their disclosure under this Agreement;
 - b. Information about the Application(s) that is or becomes generally available to the public through no fault of Company;
 - c. Information about the Application(s) that is subsequently made available to Company from any third party that is not under a confidentiality obligation to PHS.
3. This Agreement does not grant any license rights under the Application(s).
4. Company represents that the purpose of requesting the Application(s) is only to assess interest in obtaining a license under the Application(s). Company further represents that its request for the Application(s) is not to form the basis for filing a patent application or instituting any other proceeding in any patent office or court. Company agrees not to use, copy, or disseminate the Application(s) or the information contained in the Application(s) except for the purposes, and under the specific circumstances, stated in this Agreement.
5. Company's obligations under this Agreement shall remain in effect for five (5) years from the date specified below. Upon termination or expiration of this Agreement, Company shall promptly return the Application(s) to PHS, or shall verify in writing to PHS that the Application(s) has been destroyed, with no copies retained.
6. Application(s): XXXX

UNDERSTOOD AND ACCEPTED BY COMPANY:

COMPANY: _____

By _____
Authorized Signature

Name _____

Title _____

_____ Date