Confidential Disclosure Agreement

In order to protect confidential information relating to [Include following terms as needed, for example: research, development, business plans, filed Patent Application(s) 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" and individually a "Party"), intending to be legally bound as of the date of the last authorized 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 [Include following terms as needed, for example: research collaboration, inspection of a patent application, and/or obtaining a license]. 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:

   _____

   [For filed Patent Applications] Patent Application(s): XXXX

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. The Receiving Party agrees not to use, copy, or disseminate Confidential Information other than for the described purpose above.

5. The Receiving Party's duties under this Agreement shall apply only to Confidential Information in any written document, patent application, 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" by the Disclosing Party. Oral disclosures must be reduced to writing and marked "Confidential" within thirty (30) days after disclosure to be considered Confidential Information.

6. This Agreement does not grant or license any right, other than as described herein.

7. 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 Confidential Information received from the Disclosing Party; or (e) the Disclosing Party expressly authorizes the Receiving Party to disclose.

8. At the request of the Disclosing Party, the Receiving Party agrees to return or destroy 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.

9. 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, to the extent practicable, provide the Disclosing Party with timely notice and, to the extent practicable, consult with the Disclosing Party prior to any disclosure.

10. 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 one (1) year thereafter and will otherwise remain in effect for three (3) years from the Effective Date.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. A facsimile, scanned electronic signature or certified electronic signature shall be as effective as an original signature.

Collaborator

Authorized Signature:

_____

Name: _____

Title: _____

Date: _____

National Institute of Allergy and Infectious Diseases
Technology Transfer and Intellectual Property Office
Suite 2G, MSC 9804
5601 Fishers Lane
Rockville, MD 20852

Authorized Signature:

_____

Date: _____

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

_____

Date: _____