

Confidential Disclosure Agreement

In order to protect confidential information relating to research, development, business plans, and other technology, which may be disclosed between them, the National Institute of Allergy and Infectious Diseases (NIAID) of the National Institutes of Health (NIH), as represented by the Division of Microbiology and Infectious Diseases (“DMID”), and *[insert name of other party]* (the “Collaborator”) (collectively the “Parties”), 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 research collaboration. The Disclosing Party(ies) is (are): **[DMID, Collaborator or both]**
2. The Parties’ representatives for disclosing or receiving information (if known):
For DMID: _____
For Collaborator: _____
3. The information disclosed under this Agreement (“Confidential Information”) is described as:

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 will 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 will be informed of this Agreement. The Receiving Party will 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.
5. The Receiving Party’s duties under this Agreement will apply only to Confidential Information in any written document, 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.” Oral disclosures must be reduced to writing and marked “Confidential” by the Disclosing Party within thirty (30) days after disclosure to be considered Confidential Information.
6. Notwithstanding any other provision of this Agreement, Confidential Information will 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 information received from the Disclosing Party; or (e) the Disclosing Party expressly authorizes the Receiving Party to disclose.
7. At the request of the Disclosing Party, the Receiving Party agrees to return 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.
8. 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 will, to the extent practicable, provide the Disclosing Party with timely notice and, consult with the Disclosing Party prior to any disclosure.

9. It is acknowledged that nothing herein will deem 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.
10. It is acknowledged and agreed by both Parties that each represents to the other Party that each Official signing this Agreement has authority to so do
11. The illegality or invalidity of any provision of this Agreement will not impair, affect or invalidate the other provisions of this Agreement.
12. This Agreement is to be made under and will 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 with respect to the subject matter hereof. The Agreement may not be superseded, amended or modified except by written agreement between the Parties.
13. This Agreement will control Confidential Information disclosed only between the Effective Date and six (6) months thereafter and will otherwise remain in effect for three (3) years from the Effective Date.
14. Each Party has caused this Agreement to be executed on its behalf in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. This Agreement shall be effective upon full execution by facsimile, by PDF, or original, and a facsimile or scanned electronic signature shall be deemed to be and shall be as effective as an original signature.

Collaborator
Address

**National Institute of Allergy and Infectious
Diseases
Division of Microbiology and Infectious
Diseases
6610 Rockledge Drive
Bethesda, MD 20817**

Authorized Signature:

Authorized Signature:

Name: _____

Carole Heilman, Ph.D.

Title: _____

Director, Division of Microbiology and
Infectious Diseases

Date: _____

National Institute of Allergy and Infectious
Diseases

Date: _____

Mailing Address for Notices:
Room 4612
6610 Rockledge Drive
Bethesda, MD 20817
301-402-2126

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

(Branch/Office), DMID

[name]

Date

Date

Date

Date

OCRA, DMID

Date

Date

ORA, DMID

Date

OD, DMID

Date

(Other)

Date