

BILATERAL NON-DISCLOSURE AGREEMENT

This Agreement is effective this ____ day of _____ in the year 1999 by and between **THE JOHNS HOPKINS UNIVERSITY**, organized and existing under the laws of Maryland, having a place of business at 3400 N. Charles Street, Baltimore, Maryland 21218, (hereinafter referred to as "JHU") and **COMPANY NAME**, a corporation organized and existing under the laws of **STATE**, having a principal place of business at **ADDRESS** including all successors and assigns (hereinafter referred to as "COMPANY").

WHEREAS, JHU and COMPANY each have certain technical and proprietary information which they wish to disclose to each other on a confidential basis for purposes described below;

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

1. "CONFIDENTIAL INFORMATION" of either JHU or COMPANY is confidential or proprietary information limited to _____ disclosed to the other and designated as confidential.

2. JHU and COMPANY shall disclose to each other CONFIDENTIAL INFORMATION solely for the purpose of enabling each other to evaluate the desirability of negotiating a formal agreement with respect to the CONFIDENTIAL INFORMATION whether or not patentable.

3. Each party agrees to accept the CONFIDENTIAL INFORMATION of the other party and to employ all reasonable efforts to maintain the other party's CONFIDENTIAL INFORMATION secretly and confidentially, such efforts to be no less than the degree of care employed by the recipient to preserve and safeguard its own confidential information. The CONFIDENTIAL INFORMATION shall not be disclosed or revealed to anyone except employees, students, officers, consultants (including, but not limited to, patent attorneys) and directors of the recipient who have a need to know CONFIDENTIAL INFORMATION in connection with this evaluation, and who are obligated to keep CONFIDENTIAL INFORMATION as confidential. Such employees, students, officers, consultants, and directors shall be advised of the confidential nature of the CONFIDENTIAL INFORMATION and that the CONFIDENTIAL INFORMATION shall be treated accordingly.

4. It is hereby acknowledged that either party shall incur no liability merely for examining and considering the CONFIDENTIAL INFORMATION of the other. However, each party agrees that it will not use the CONFIDENTIAL INFORMATION of the other for any reason whatsoever

other than for those reasons explicitly stated herein unless and until a further signed agreement is first made providing the terms and conditions under which rights are to be acquired by the recipient.

5. Each party's obligations under paragraphs 3 and 4 above shall not extend to any part of the CONFIDENTIAL INFORMATION:

- (a) which can be demonstrated to have been in the public domain or publicly known and readily available to the trade or the public prior to the date of the disclosure; or
- (b) which can be demonstrated, from written records, to have been in the recipient's possession or readily available to the recipient from another source not under an obligation of secrecy to the discloser prior to the disclosure; or
- (c) which becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by the recipient; or
- (d) which is independently developed by one party without reference to information received from the other party as evidenced by written record.

6. Should COMPANY be faced with judicial or United States Governmental action to disclose CONFIDENTIAL INFORMATION received hereunder, COMPANY shall promptly notify JHU.

7. Each party's obligations under paragraphs 3 and 4 shall extend for a period of five (5) years from the date of this agreement.

8. Upon completion of this agreement, each party shall return to the other party any CONFIDENTIAL INFORMATION received from the other party hereunder and shall destroy any copies of such documents.

9. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to either party of any license or other rights under any patent, patent application, or other intellectual property right or interest belonging to the other, or as permitting either party to unfairly obtain the right to use any CONFIDENTIAL INFORMATION of the other which becomes publicly known through an improper act or omission on its part. Disclosure shall not constitute any representation, warranty, assurance or guaranty with respect to non-infringement of any patent or other rights of the other. No warranty or representation as to the accuracy, completeness or technical or scientific quality of any CONFIDENTIAL INFORMATION is provided herein. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, JHU MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE OR ANY PROPRIETARY INFORMATION DISCLOSED
HEREUNDER.

10. The parties agree that none of the CONFIDENTIAL INFORMATION nor the direct product of such CONFIDENTIAL INFORMATION will be exported or re-exported, directly or indirectly, to any country included in designated "Country Groups", as defined by the export regulations of the United States Department of Commerce, unless prior authorization is obtained from the United States Office of Export Administration.

11. The parties agree that all information, data and material generated and/or prepared by JHU and its faculty members are the property of JHU.

12. Neither party shall use the name of the other or any contraction or derivative thereof or the name(s) of the other party's faculty members, employees, or students, as applicable, in any advertising, promotional, sales literature, or fundraising documents without prior written consent from the other party.

We agree and accept to examine and consider the subject matter of the CONFIDENTIAL INFORMATION on the foregoing basis.

COMPANY

THE JOHNS HOPKINS UNIVERSITY

_____ Date: _____

COMPANY Official

Name:

Title:

_____ Date: _____

JHU Faculty Member Signature

Name:

Title:

_____ Date: _____

Cheryl-Lee Howard

Assistant Provost

Research Projects Administration