

# **NON-DISCLOSURE AGREEMENT**

*For Bilateral Disclosure*

This Agreement is effective this \_\_\_\_ of \_\_\_\_\_ in the year \_\_\_\_\_ is by and between JHU and COMPANY, each defined below.

**JHU:** The Johns Hopkins University  
Address: 100 N. Charles St., 5<sup>th</sup> Floor  
Baltimore, Maryland 21201

**JHU Contact:**

**COMPANY:**  
Address:  
**COMPANY Contact:**

WHEREAS, each party has certain technical information described below which shall hereinafter be referred to as "CONFIDENTIAL INFORMATION";

## **CONFIDENTIAL INFORMATION:**

WHEREAS, JHU and COMPANY are each interested in examining the CONFIDENTIAL INFORMATION of the other solely for the PURPOSE, defined below;

**PURPOSE:** To explore licensing, collaborative or sponsored research agreement opportunities related to the CONFIDENTIAL INFORMATION.

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

"PROVIDER" shall mean the party hereto disclosing CONFIDENTIAL INFORMATION to the RECIPIENT party.

"RECIPIENT" shall mean the party receiving CONFIDENTIAL INFORMATION from the PROVIDER party.

1. PROVIDER, through its employee, the PROVIDER Contact, shall disclose CONFIDENTIAL INFORMATION to RECIPIENT, through its employee, the RECIPIENT Contact, to enable RECIPIENT to fully evaluate such disclosure solely for the PURPOSE. CONFIDENTIAL INFORMATION shall be indicated as confidential at the time of disclosure.

2. RECIPIENT agrees to accept the CONFIDENTIAL INFORMATION and to employ all reasonable efforts to maintain the CONFIDENTIAL INFORMATION as secret and

confidential, such efforts to be no less than the degree of care employed by RECIPIENT to preserve and safeguard RECIPIENT's own confidential information. The CONFIDENTIAL INFORMATION shall not be disclosed or revealed to anyone except employees of RECIPIENT who have a need to know the CONFIDENTIAL INFORMATION for the PURPOSE and who agree to be bound by the terms of this Agreement.

3. It is hereby acknowledged by PROVIDER that RECIPIENT shall incur no liability merely for examining and considering the CONFIDENTIAL INFORMATION. However, RECIPIENT agrees that it will not use the CONFIDENTIAL INFORMATION for any purpose other than the PURPOSE without the prior written consent of PROVIDER.

4. RECIPIENT's obligations under Paragraphs 2 and 3 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 and readily available to the trade or the public prior to the date of the disclosure; or
- (b) that can be demonstrated, from written records, to have been in RECIPIENT's possession or readily available to RECIPIENT from another source not under obligation of secrecy to PROVIDER prior to the disclosure; or
- (c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by RECIPIENT; or
- (d) that is subsequently disclosed to RECIPIENT by a third party who is not under an obligation of confidentiality to PROVIDER; or
- (e) that is required by any law, regulation, or order of court to be disclosed by RECIPIENT. Prior to disclosing proprietary or CONFIDENTIAL INFORMATION of the PROVIDER, the RECIPIENT shall first notify and provide it an opportunity to prevent disclosure.

5. RECIPIENT's obligations under Paragraphs 2 and 3 shall extend for a period of five (5) years from the effective date of this Agreement.

6. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to RECIPIENT of any license or other rights under any patent, patent application, or other intellectual property right or interest belonging to PROVIDER, or as permitting RECIPIENT to unfairly obtain the right to use any CONFIDENTIAL INFORMATION which becomes publicly known through an improper act or omission on its part.

7. 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.

8. The terms of this Agreement supersede any previous non-disclosure agreements or any other preliminary representations or understandings that have been entered into by the parties to this Agreement with regard to the subject CONFIDENTIAL INFORMATION.

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

**THE JOHNS HOPKINS UNIVERSITY**

**COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_  
(Name)

Printed: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREED AND ACCEPTED:**

**JHU Contact**

**COMPANY Contact**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_  
(Name)

Printed: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_