CONFIDENTIAL INFORMATION DISCLOSURE AGREEMENT

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

1. The parties to this Agreement and their addresses are:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

“Participant”

THE JOHNS HOPKINS UNIVERSITY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

“JHU”

2. The Confidential Information disclosed by Participant and JHU under the terms of this Agreement may only be used for the following purpose (“Purpose”): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. NOTICES OR OTHER COMMUNICATIONS. Confidential Information, notices and communications under this

Agreement shall be transmitted to the representatives listed below appointed by the parties, subject to the provisions in Article 8 of this Agreement. Any change of representative shall be made only upon written notice to the other party.

For Participant: For JHU:

If Confidential Information If Confidential Information

Attn.: Attn.:

Address: Address:

If Notices and Communications If Notices and Communications

Attn.: Attn.:

Address: Address:

4. RECIPIENT OF CONFIDENTIAL INFORMATION SHALL BE: JHU Participant Both

5. CONFIDENTIALITY AND NON-USE. Subject to exceptions stated below, a recipient of Confidential Information may

not disclose such Confidential Information or use the same except for the Purpose of this Agreement (designated in Article

2). Recipient shall use at least reasonable care, consistent with the same standard of care recipient uses for its own confidential information of a similar nature, not to disclose Confidential Information disclosed by the other party and recipient shall not offer for sale or manufacture, or otherwise disclose to any party, devices (or related information) utilizing any of the Confidential Information, unless otherwise permitted in writing by the disclosing party.

6. TERM. This Agreement shall terminate one (1) year from the Effective Date. The Parties’ obligations under section 5 shall continue for a period of three (3) years from expiration of the Term or the Termination of this Agreement under Section 7.

7. TERMINATION. This Agreement may be terminated by either party by giving thirty (30) days prior written notice.

Upon termination or expiration, all Confidential Information furnished hereunder shall remain the property of the disclosing
party and shall be returned or destroyed promptly upon request together with all copies of Confidential Information made
thereof by the receiving party, except that one copy may be retained by the recipient in a separate and secure archive file solely for the purpose of determining recipient’s obligations hereunder. Upon request, the receiving party shall furnish the disclosing party written notice certifying destruction. Termination of this Agreement or the return of Confidential Information shall not, however, affect the rights and obligations hereunder with respect to Confidential Information, which will continue for a period of three (3) years from the date of disclosure.

8. GENERAL. “Confidential Information” is non-public, confidential, and/or proprietary information and may include, by way of example but without limitation, non-public and proprietary data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, studies, findings, inventions. Confidential Information shall be disclosed in documentary or tangible form marked or otherwise identified “Proprietary” or “Confidential.” In the event Confidential Information is orally or visually disclosed, recipient shall not be bound by the obligations set forth herein unless same is reduced to writing, marked as “Confidential” or “Proprietary” and forwarded to recipient within thirty (30) days of such oral or visual disclosure, referencing the place and date of disclosure and the names of employees of recipient to whom such disclosure was made, and including therein a description of the information disclosed. Any other notice or communication pursuant to this Agreement shall be in writing and sent by certified/registered mail or overnight courier.

Each representative designated by the parties for receiving and disclosing Confidential Information shall make all arrangements for their party and be informed of all communications relating to this Agreement. The amount of Confidential Information to be disclosed is completely within the discretion of the discloser. The recipient of Confidential Information shall exercise the level of care outlined in Article 5 above to prevent its disclosure to any party, and shall limit internal dissemination of Confidential Information within its own organization to individuals whose duties justify the need to know such Confidential Information, and then only provided that there is a clear understanding by such individuals of their obligation to maintain the confidentiality status of such Confidential Information and to restrict its use solely to the Purpose specified herein. Neither party shall be liable to the other party for any cost, expense, or risk of liability arising out of efforts of the other party in connection with performance of this Agreement. No other right or license to use Confidential Information is granted hereby.

9.

EXCEPTIONS. The recipient of Confidential Information shall be under no obligation with respect to any information which:

(a) is, at the time of disclosure, available to the general public;

(b) becomes at a later date available to the general public through no fault of the recipient and then only after said later date; (c) which recipient can demonstrate was in its possession before receipt;

(d) is disclosed to recipient without restriction on disclosure by a third party who has the lawful right to disclose such information;

(e) is independently developed without use of any Confidential Information by employees of recipient without use of or reliance upon Confidential Information; or

(f) is required by any law, regulation, or order of court to be disclosed by recipient, provided, however, prior to disclosing proprietary or Confidential Information, of the provider, the recipient shall first notify the provider and allow the provider an opportunity to prevent disclosure.

10. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed according to the laws of the State of Maryland, excluding its choice of law provisions. Any controversy, claim, or dispute arising out of or relating to this Agreement shall be adjudicated in the Circuit Court for Baltimore City, Maryland or the United States District Court for the District of Maryland.

11. **EXPORT CONTROL**. Both parties agree that they are subject to and shall comply with the United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities, and that the obligations hereunder are contingent on compliance with applicable U.S. export and embargo laws and regulations (including, without limitation, the Arms Export Control Act, as amended, and the Export Administration Act of 1979), and other restrictions imposed by the U.S. Treasury Department’s Office of Foreign Asset Control. As an institution of higher education, JHU does not wish to take receipt of export-controlled information except as may be knowingly and expressly agreed to in writing and for which JHU has made specific arrangements. Participant agrees that it will not provide or make accessible to JHU any export-controlled materials (including, without limitation, equipment, information, and/or data) without first informing JHU of the export-controlled nature of the materials and obtaining the prior written consent from an authorized recipient representative of JHU to accept such materials.

12. **AMENDMENT AND** ASSIGNMENT. This Agreement may not be modified or assigned, except by further written agreement executed by an authorized official of each party hereto.

13. **USE OF NAME**. Neither party shall make any public disclosure or press release regarding this agreement or the Purpose, nor use the name or trademarks of the other party without the prior written consent of the other party.

 **IN WITNESS WHEREOF**, and intending to be legally bound, the parties hereto have executed this Agreement as of the date indicated above.

PARTICIPANT THE JOHNS HOPKINS UNIVERSITY

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

Name (Printed): Name (Printed):

Title: Title:

Date: Date:

JHU Principal Investigator and/or other JHU Project Staff have read and agree to abide by the terms:

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

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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