MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This **Mutual Confidential Disclosure Agreement** (“Agreement”) is entered into on \_\_\_\_\_\_\_\_\_\_\_, 2024, (“Effective Date”) by and between The Johns Hopkins University, having a School of Medicine with an Office of Research Administration located at 733 North Broadway, Suite 117, Baltimore, MD, 21205 (“JHU”) and COMPANY NAME with a place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”). COMPANY and JHU may be referred to herein individually as “Party” and collectively as “Parties.” The “Disclosing Party” shall mean the Party hereto disclosing Confidential Information to the Receiving Party. The “Receiving Party” shall mean the Party receiving Confidential Information from the Disclosing Party. JHU is the employer of EMPLOYEE NAME who will act as the designated recipient for the receipt of Confidential Information (as defined below) on behalf of JHU (“Designated Recipient”).

WHEREAS, each Party has certain information of a proprietary and/ or confidential nature described below which shall hereinafter be referred to as Confidential Information (defined below);

WHEREAS, the Parties desire to undertake discussions and in that regard are interested in examining the Confidential Information solely for the Purpose (defined below);

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

1. Subject to the terms of this Agreement, the Parties may disclose to each other proprietary and confidential information for the sole purpose of discussions concerning a potential collaboration or collaborations between the Parties regarding […] (the “Purpose”).
2. “Confidential Information” shall mean information of a confidential and/or proprietary nature disclosed by or on behalf of the Disclosing Party to the Receiving Party, in connection with the Purpose (“Confidential Information”). Confidential Information may be disclosed to Receiving Party by Disclosing Party either directly or indirectly, including; in writing, orally, graphically, electronically, or by inspection of tangible objects. Confidential Information may include but is not limited to: […].

Confidential Information shall not include information which:

1. Receiving Party can establish by competent evidence was in its possession prior to receipt from Disclosing Party.
2. is or becomes publicly available through no fault of Receiving Party;
3. was received by Receiving Party from a third party having a right to disclose it and is not subject to an obligation of confidentiality owed to Disclosing Party; or
4. is independently developed by Receiving Party without the aid, application or use of the information exchanged pursuant to this Agreement (and such independent development can be demonstrated by competent evidence).
5. In the event Receiving Party is required by law, regulation, rule, act, or order of any governmental authority or agency to disclose Confidential Information received from Disclosing Party, Receiving Party agrees (a) to give Disclosing Party such advance notice as may be practicable and permitted by law in the circumstances to permit it to seek a protective order or other similar order with respect to such information, (b) to cooperate reasonably with Disclosing Party in its efforts to seek such relief, and (c) thereafter to disclose only the minimum information required to be disclosed in order to comply, whether or not a protective order or other similar order is obtained by Disclosing Party.
6. This Agreement shall be effective for one (1) year from the Effective Date. However, the obligations of confidentiality and non-use shall be effective for five (5) years from the Effective Date.
7. Receiving Party shall not communicate Confidential Information except to its employees, agents, and affiliates who have a need-to-know the Confidential Information in connection with the Purpose and are who are bound by obligations of confidentiality as stringent as those contained in this Agreement. JHU has established a network of affiliated institutions and physicians with whom it collaborates in the conduct of clinical research (the “Johns Hopkins Clinical Research Network”). The term “affiliates,” with respect to JHU, shall include participants in the Johns Hopkins Clinical Research Network.
8. Upon request by Disclosing Party, Receiving Party shall return or destroy all tangible Confidential Information provided by Disclosing Party in whatever form and manner, including copies thereof. However, Receiving Party may retain one (1) copy of the Confidential Information in a secure location in order to monitor compliance with this Agreement.
9. Receiving Party agrees to take reasonable care to maintain the Confidential Information as confidential, such efforts to be no less than the degree of care employed by Receiving Party to preserve and safeguard Receiving Party’s own confidential information of a similar nature.
10. Receiving Party agrees that it will not use the Confidential Information for any purpose other than the Purpose without the prior written consent of Disclosing Party.
11. Neither Party shall use the name of the other Party 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.
12. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all Parties, notwithstanding that each of the signing Parties may have signed different counterparts. The Parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
13. This Agreement shall be governed by 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

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| **THE JOHNS HOPKINS UNIVERSITY** | **COmpany legal name.** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | Date: |

READ AND UNDERSTOOD BUT NOT PARTY HERETO:

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| --- | --- |
| **Designated Recipient** |  |
| By: |  |
| Name: |  |
| Title: Designated Recipient |  |
| Date: |  |