# CONFIDENTIAL DISCLOSURE AGREEMENT – PROPOSED COLLABORATION OR SPONSORED RESEARCH

This Confidential Disclosure Agreement (this “Agreement”) is made as of the \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company (“Company”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Lab Head”), [a Freeman Hrabowski Scholar/an Investigator] of the Howard Hughes Medical Institute (“HHMI”) and a faculty member of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“University”).

It is proposed that the Lab Head meet with representatives of Company to have discussions and exchange information for the purpose of evaluating their interest in participating in a future research collaboration or sponsored research arrangement relating to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Project”). In the course of the discussions, each party may be disclosing confidential and proprietary information.

The rights and obligations of the parties with respect to such information are as follows:

1. “Disclosing Party” means a party that discloses Confidential Information under this Agreement. “Receiving Party” means a party that receives Confidential Information under this Agreement.
2. “Confidential Information” means information of any kind which is obtained by Receiving Party from Disclosing Party relating to the Project and which, by appropriate marking, is identified as confidential and proprietary at the time of disclosure. In the event that Confidential Information is provided visually or orally, obligations of confidentiality under this Agreement shall attach only to that information which is identified as confidential by the Disclosing Party in writing within ten (10) working days after disclosure.
3. Notwithstanding the foregoing, Confidential Information shall not include any information that:
4. is publicly available prior to the Effective Date, or becomes publicly available thereafter through no breach of this Agreement by the Receiving Party;
5. was known to the Receiving Party prior to the date of disclosure or becomes known to the Receiving Party thereafter from a third party that has no obligation to Disclosing Party to keep such information confidential;
6. is independently developed by the Receiving Party without the benefit of Confidential Information of the Disclosing Party, as evidenced by written records; or
7. must be produced by the Receiving Party pursuant to an order of a court of competent jurisdiction or a valid subpoena, provided that the Receiving Party promptly notifies the Disclosing Party and cooperates reasonably with the Disclosing Party’s efforts to contest or limit the scope of such order.
8. Each Receiving Party agrees that for a period of three (3) years after receipt of Confidential Information, such Receiving Party will maintain the Confidential Information in confidence using a reasonable standard of care, and no less than the standard of care taken to protect its or their own confidential information, and will use such Confidential Information solely for the purposes of evaluating its or their interest in participating in a future research collaboration or sponsored research arrangement.
9. If the parties determine that they would like to engage in a research collaboration or sponsored research arrangement, any such collaboration or arrangement must be preceded by an agreement between Company, HHMI and University on terms that are mutually agreeable (a “Research Agreement”). The parties hereto agree that if they enter into a Research Agreement relating to the Project, the terms of such Research Agreement shall control in the event of a conflict between the terms of this Agreement and the terms of the Research Agreement, including but not limited to provisions in the Research Agreement relating to publication of research results.
10. When Confidential Information is no longer required for purposes of this Agreement and continued use of Confidential Information is not provided for under a Research Agreement, each Receiving Party shall return or dispose of any tangible records of the Confidential Information as directed by the Disclosing Party.
11. The transfer of Confidential Information under this Agreement shall not be construed as a grant of any right or license with respect to the information delivered, except as expressly set forth herein.
12. Each party reserves the right, in its sole discretion and without prior notice to the other party, to disclose its own Confidential Information to any third party for any purpose.
13. This Agreement shall not be construed as an obligation to enter into a Research Agreement or any other subsequent relationship or agreement.
14. This Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, executors, successors, and assigns.
15. This Agreement is entered into by the Lab Head in their individual capacity and not as an employee or agent for or representative of HHMI or University. HHMI and University are not parties to, and assume no obligation or responsibility under, this Agreement.

Agreed to by:

[Company]:

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

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

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

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

[Lab Head]:

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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