**CONFIDENTIAL DISCLOSURE AGREEMENT – PROPOSED CONSULTING**

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 relating to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Field”) for the purpose of assessing whether they wish to enter into a relationship by which the Lab Head would furnish consulting services to Company in the Field. In the course of the discussions, Company may be disclosing confidential and proprietary information.

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

1. “Confidential Information” means information of any kind which is obtained by the Lab Head from Company relating to the Field 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 Company in writing within ten (10) working days after disclosure.

2. Notwithstanding the foregoing, Confidential Information shall not include any information that:

(a) is publicly available prior to the Effective Date, or becomes publicly available thereafter through no breach of this Agreement by the Lab Head;

(b) was known to the Lab Head prior to the date of disclosure or becomes known to the Lab Head thereafter from a third party that has no obligation to Company to keep such information confidential;

(c) is independently developed by the Lab Head without the benefit of Confidential Information of Company, as evidenced by written records; or

(d) must be produced by the Lab Head pursuant to an order of a court of competent jurisdiction or a valid subpoena, provided that the Lab Head promptly notifies Company and cooperates reasonably with Company’s efforts to contest or limit the scope of such order.

3. The Lab Head agrees that for a period of three (3) years after receipt of Confidential Information, the Lab Head will maintain the Confidential Information in confidence using a reasonable standard of care, and no less than the standard of care taken to protect their own confidential information.

4. Under HHMI policies, the Lab Head may disclose to Company any information that the Lab Head would normally freely disclose to other members of the scientific community at large, whether by publication, by presentation at seminars, or in informal scientific discussions. However, the Lab Head shall not disclose to Company information that is proprietary to HHMI or University and is not generally available to the public other than through formal technology transfer procedures.

5. Under HHMI policies, the Lab Head may not furnish consulting services to Company without the parties first entering into a written agreement (a “Consulting Agreement”) that contains certain provisions required by HHMI policies (available at <http://www.hhmi.org/about/policies/#consulting>) and has been approved in writing by HHMI. Accordingly, if the Lab Head and Company wish to establish a consulting relationship, they shall first enter into a Consulting Agreement in accordance with the preceding sentence. The Consulting Agreement may provide for continued use of Confidential Information in accordance with its terms. The parties agree that if they enter into a Consulting Agreement, the terms of the Consulting Agreement shall control in the event of a conflict between the terms of this Agreement and the terms of the Consulting Agreement.

6. When Confidential Information is no longer required for purposes of this Agreement and continued use of Confidential Information is not provided for under a Consulting Agreement, the Lab Head shall return or dispose of any tangible records of the Confidential Information as directed by Company.

7. 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.

8. Company reserves the right, in its sole discretion and without prior notice to the Lab Head, to disclose Confidential Information to any third party for any purpose.

9. This Agreement shall not be construed as an obligation to enter into a Consulting Agreement or any other subsequent relationship or agreement.

10. 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.

11. 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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