

THE JOHNS HOPKINS UNIVERSITY

NON-DISCLOSURE AGREEMENT

This agreement is made this ___ day of _____ by and between JOHNS HOPKINS UNIVERSITY, organized and existing under the laws of Maryland, having a place of business at 3400 N. Charles St., Baltimore, Maryland, 21218("JOHNS HOPKINS") and CORPORATION, a corporation organized and existing under the laws of the State of _____, having a place of business at _____ ("CORPORATION").

WHEREAS, JOHNS HOPKINS has certain confidential and proprietary technical information relating to "NAME OF TECHNOLOGY" JHU Reference No. _____ ("CONFIDENTIAL INFORMATION"), and

WHEREAS, CORPORATION is interested in examining the CONFIDENTIAL INFORMATION in order to determine the desirability of acquiring rights in and to the CONFIDENTIAL INFORMATION and/or under any patent rights obtained therefor;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. JOHNS HOPKINS shall disclose to CORPORATION the CONFIDENTIAL INFORMATION, solely for the purpose of and in sufficient detail to enable CORPORATION to fully evaluate such disclosure to determine the desirability of negotiating a formal agreement and of acquiring rights to use the CONFIDENTIAL INFORMATION, whether or not patentable.

2. CORPORATION agrees to accept the disclosure of the CONFIDENTIAL INFORMATION and to employ all reasonable efforts to maintain the CONFIDENTIAL INFORMATION secretly and confidentially, such efforts to be no less than the degree of care employed by CORPORATION to preserve, safeguard, and prevent any unauthorized use of CORPORATION's own confidential information. The CONFIDENTIAL INFORMATION shall not be disclosed or revealed to anyone except employees of CORPORATION who have a need to know the information in connection with the purpose contemplated under this Agreement and who have entered into a secrecy agreement with CORPORATION under which such employees are required to maintain confidential the proprietary information of CORPORATION, and such employees shall be advised by CORPORATION of the confidential nature of the information and that the information shall be treated accordingly.

3. It is hereby acknowledged by JOHNS HOPKINS that CORPORATION shall incur no liability or further obligation merely for examining and evaluating the CONFIDENTIAL INFORMATION in accordance with this Agreement. However,

CORPORATION agrees that it will not use the CONFIDENTIAL INFORMATION for any reason whatsoever other than for those reasons explicitly stated herein unless and until a further signed agreement is first made providing the terms and conditions under which rights are to be acquired by CORPORATION.

4. CORPORATION'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 to have been in CORPORATION's possession or readily available to CORPORATION or its subsidiaries from another source 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 CORPORATION or its subsidiaries.

5. Should CORPORATION be faced with judicial or United States Governmental action to disclose CONFIDENTIAL INFORMATION received hereunder, CORPORATION shall promptly notify JOHNS HOPKINS.

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

7. CONFIDENTIAL INFORMATION, including all tangible media in which CONFIDENTIAL INFORMATION is fixed and copies thereof, shall remain the property of JOHNS HOPKINS. It is understood that nothing herein shall be construed, by implication or otherwise, as granting to CORPORATION of any license or conveyance of any rights under any patent, patent application, trademark, copyright, or other proprietary right or interest belonging to or controlled by JOHNS HOPKINS, or as permitting CORPORATION to unfairly obtain the right to use any CONFIDENTIAL INFORMATION which becomes publicly known through an improper act or omission on its part. Disclosure shall not constitute any representation, warranty, assurance or guaranty with respect to non-infringement of any patent or other rights of other. No warranty or representation as to the accuracy, completeness or technical or scientific quality of any CONFIDENTIAL INFORMATION is provided herein. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, JHU MAKE NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PROPRIETARY INFORMATION DISCLOSED HEREUNDER.

8. This agreement shall be construed, interpreted, and governed in accordance with the laws of the State of Maryland.

Signed this _____ day of _____ at Baltimore, Maryland.

JOHNS HOPKINS UNIVERSITY

By

Cheryl-Lee Howard
Assistant Provost

CORPORATION NAME: _____

ADDRESS: _____

CORPORATION agrees to examine and evaluate the CONFIDENTIAL INFORMATION on the foregoing basis. The undersigned hereby warrants that he/she is authorized to enter into this Agreement.

CORPORATION

By

Printed Name

Title

Date

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