

*University of Maryland, Baltimore County*

# **NON-DISCLOSURE AGREEMENT**

*For Unilateral Disclosure*

This Agreement is effective this \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ is by and between PROVIDER and RECIPIENT, each defined below:

PROVIDER Organization:

Address:

PROVIDER Contact:

(hereinafter the "PROVIDER"),

RECIPIENT Organization:

Address:

RECIPIENT Contact:

(hereinafter the "RECIPIENT"),

WHEREAS, PROVIDER has certain proprietary information, described below, which shall hereinafter be referred to as the "CONFIDENTIAL INFORMATION";

CONFIDENTIAL  
INFORMATION:

WHEREAS, RECIPIENT is interested in examining the CONFIDENTIAL INFORMATION solely for the purpose of evaluating whether the RECIPIENT is interested in entering into a relationship with the PROVIDER related to licensing intellectual property, sponsoring research, or entering into a research collaboration (hereinafter referred to as the "**PURPOSE**");

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

1. PROVIDER, through its employee, the PROVIDER Contact, shall disclose CONFIDENTIAL INFORMATION to RECIPIENT, through its employee, the RECIPIENT Contact, to enable RECIPIENT to fully evaluate the CONFIDENTIAL INFORMATION solely for the PURPOSE. The CONFIDENTIAL INFORMATION may be disclosed orally, in written form, or in electronic form and may include, but shall not be limited to, any documents, drawings, sketches, models, designs, data, memoranda, tapes, records, and other material provided by PROVIDER to RECIPIENT. CONFIDENTIAL INFORMATION shall be designated as such at the time of disclosure.

2. RECIPIENT agrees to accept the CONFIDENTIAL INFORMATION and to employ all reasonable efforts to maintain the CONFIDENTIAL INFORMATION as confidential, such efforts to be no less than the degree of care employed by RECIPIENT to preserve and safeguard its own confidential information; provided however, that such efforts shall not be less than a reasonable degree of care. The CONFIDENTIAL INFORMATION shall not be disclosed or revealed to anyone except employees of RECIPIENT who have a need to know the information for evaluation in connection with the described PURPOSE and who are aware of their obligations under this Agreement to maintain the CONFIDENTIAL INFORMATION as confidential.

3. RECIPIENT agrees that it will use the CONFIDENTIAL INFORMATION solely for the PURPOSE, unless and until a further signed agreement is made between PROVIDER and RECIPIENT that sets forth the terms and conditions by which RECIPIENT shall be permitted any additional use of the CONFIDENTIAL INFORMATION.

4. RECIPIENT'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, from written records, to have been in RECIPIENT's possession or readily available to RECIPIENT from another source not under an obligation of confidentiality to PROVIDER 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 RECIPIENT; or
- (d) that is subsequently disclosed to RECIPIENT by a third party who is not under an obligation of confidentiality to PROVIDER.
- (e) that is subsequently and independently developed by employees of RECIPIENT who had no knowledge of the CONFIDENTIAL INFORMATION and RECIPIENT can clearly demonstrate such development by prior written record; or
- (f) that is required to be disclosed by law.

5. Following RECIPIENT's evaluation of the CONFIDENTIAL INFORMATION, RECIPIENT shall return the CONFIDENTIAL INFORMATION to the PROVIDER or destroy the CONFIDENTIAL INFORMATION and shall provide a certification of such destruction to the PROVIDER. RECIPIENT's obligations under Paragraphs 2 and 3 shall extend for a period of five (5) years from the effective date of this Agreement.

6. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, a grant to RECIPIENT of any license or other rights under any patent, patent application, or other intellectual property right or interest belonging to PROVIDER, or as permitting RECIPIENT to unfairly obtain the right to use any CONFIDENTIAL INFORMATION which becomes publicly known through an improper act or omission on its part.

7. This Agreement shall be governed by the laws of the State of Maryland, and to the extent applicable, by the laws of the United States. Any dispute between the parties concerning the terms of this Agreement shall be decided in a court of competent jurisdiction located in the vicinity of Baltimore, Maryland.

8. This Agreement constitutes the entire agreement of the parties concerning the matters discussed herein. This Agreement may be amended only by a written instrument executed by authorized representatives of both parties.

We agree to examine and consider the subject matter of the CONFIDENTIAL INFORMATION on the foregoing basis.

**PROVIDER**

**RECIPIENT**

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

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

Name:  
Title:

Name:  
Title:

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

Date \_\_\_\_\_