

WRAIR NONDISCLOSURE AGREEMENT

For the Mutual Purpose of Reviewing Patent Applications,
Proprietary Information and/or Materials

This Nondisclosure Agreement (this "Agreement") is entered into in furtherance of the Technology Transfer Act of 1986, 15 U.S. Code Section 3710a, amended. This Agreement is effective as of the last signature date and is by and between the Walter Reed Army Institute of Research (WRAIR), 503 Robert Grant Avenue, Silver Spring, Maryland 20910-7500 and _____, referred to collectively as PARTIES and individually as PARTY.

WITNESSETH

WHEREAS, PARTIES wish to make mutual disclosure and exchange of information and/or materials to evaluate same to determine whether PARTIES wish to engage in a future business relationship with respect to such information;

WHEREAS, PARTIES possess certain technical, economic, business information and/or materials (hereinafter collectively referred to as "Referenced Information") relating to (write in the referenced patent applications, information and material), which PARTIES consider proprietary (general and non-proprietary information will collectively be cited as "information"); and

In consideration of receiving such Referenced Information under this agreement, PARTIES agree as follows:

1. PARTIES agree to keep Referenced Information in strict confidence and not to disclose it to any other party or use Referenced Information for any purpose, other than for the performance of the evaluation herein described, without prior written consent of the providing PARTY. PARTIES may disclose the Referenced Information to their employees and consultants, and employees and consultants of their affiliates, who have a need to know such Referenced Information and are bound by obligations of nondisclosure and nonuse similar to those herein. Without limitation, PARTIES agree to treat Referenced Information as they would their own proprietary information and to take all reasonable precautions to prevent the unauthorized disclosure of Referenced Information to any third party.

2. PARTIES' obligations of nondisclosure and nonuse with respect to Referenced Information shall not include:

- (a) Any information that, at the time of disclosure to the receiving PARTY, is published, known publicly, or is otherwise in the public domain; or

- (b) Any information that, after disclosure to the receiving PARTY, is published or becomes known publicly or otherwise becomes part of the public domain, through no fault of the receiving PARTY; or
- (c) Any information that, prior to the time of disclosure to the receiving PARTY, is known to the receiving PARTY, as evidenced by its written records; or
- (d) Any information that has been or is disclosed to the receiving PARTY in good faith by a third party who was not, or is not, under any obligation of nondisclosure or secrecy at the time said third party discloses to the receiving PARTY; or
- (e) Any information that is independently developed by or on behalf of the receiving PARTY, without reliance on the Referenced Information received hereunder.

3. The PARTIES represent that any Referenced Information which they disclose is not information which PARTIES are under any obligation not to disclose or which PARTIES know to be the proprietary property of any third party.

4. No right or license to use any Referenced Information disclosed, either expressed or implied, is granted by the PARTIES.

5. The obligations of nondisclosure and nonuse set forth herein shall remain in effect for a period of ten years after the last date set forth below. Upon completion of PARTIES' evaluations of provided Referenced Information, each PARTY will return all Referenced Information, records and materials to the providing PARTY or provide certification of its destruction, unless the providing PARTY consents otherwise in writing.

6. Employees of the WRAIR are bound by 18 USC §1905, known as the Federal Trades Secret Act, not to disclose confidential and proprietary information disclosed to them in the conduct of their official duties.

7. Nothing shall preclude PARTIES from disclosing Referenced Information which is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other body of competent jurisdiction, provided the recipient of Referenced Information shall have given the provider of Referenced Information immediate notice of such a requirement to disclose, prior to making any disclosure.

IN WITNESS WHEREOF, PARTIES intend to be legally bound and have caused this Agreement to be executed as of the last date of signature.

For: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____

For: The U.S Government:

Charles E. McQueen

Colonel, U.S. Army

Director, Walter Reed Army Institute of
Research

Date: _____

YOU MAY ADD ADDITIONAL NAMES, IF NECESSARY