

WRAIR NONDISCLOSURE AGREEMENT

For the 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 U.S. the Walter Reed Army Institute of Research, 503 Robert Grant Avenue, Silver Spring, Maryland 20910-7500 hereinafter referred to as WRAIR and _____, hereinafter referred to as "PARTY."

WITNESSETH

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

In consideration of receiving such Referenced Information under this Agreement, PARTY agrees as follows:

1. PARTY agrees to keep Referenced Information in strict confidence and not to disclose it to any other third party or use Referenced Information for any purpose other than for the performance of an evaluation for a future business relationship, without prior written consent from WRAIR. PARTY may disclose Referenced Information to its employees and consultants, and employees and consultants of its 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, PARTY agrees to treat Referenced Information as it would its own proprietary information and to take all reasonable precautions to prevent the unauthorized disclosure to any third party of Referenced Information which it receives hereunder.

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

- (a) Any information that, at the time of disclosure of Referenced Information to PARTY, is published, known publicly, or is otherwise in the public domain; or
- (b) Any information that, after disclosure of Referenced Information to PARTY, is published or becomes known publicly, or otherwise becomes part of the public domain through no fault of PARTY; or

(c) Any information that, prior to the time of disclosure to PARTY, is known to PARTY as evidenced by its written records; or

(d) Any information that has been or is disclosed to 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 PARTY; or

(e) Any information that is independently developed by or on behalf of PARTY, without reliance on the Referenced Information received hereunder.

3. PARTY represents that any information which it discloses to WRAIR is not information which PARTY is under any obligation not to disclose or which PARTY knows to be the proprietary property of any third party.

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

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 PARTY's evaluation of Referenced Information, PARTY will return all Referenced Information, records or pertinent materials to WRAIR or provide WRAIR with certification of its destruction, unless WRAIR consents otherwise in writing.

6. Nothing shall preclude PARTY 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 PARTY shall have given WRAIR immediate notice of such a requirement to disclose, prior to making any disclosure.

IN WITNESS WHEREOF, PARTY intends to be legally bound and has caused this Agreement to be executed by their duly authorized representative.

For: _____

Print Name: _____

Signature: _____

Title: _____

YOU MAY ADD ADDITIONAL NAMES, IF NECESSARY

