

NON-DISCLOSURE AGREEMENT
between

and
MUSC FOUNDATION FOR RESEARCH DEVELOPMENT

In the course of discussions between the **MUSC Foundation for Research Development**, a not-for profit 501(c)(3) corporation having its principal place of business at 19 Hagood Avenue, Suite 909, Charleston, SC 29425 and Its affiliates, including the Medical University of South Carolina, the Medical University Hospital Authority, and the University Medical Associates, and their agents, assigns, employees, affiliated companies, subsidiaries, departments, wholly owned companies, and contractors (collectively **“MUSC-FRD”**) and the undersigned party _____ having its principal place of business at _____ (**“Company”**), MUSC-FRD and Company (collectively **“the Parties”** or individually **“a Party”**) wish to protect certain confidential information of each party, including but not limited to written, oral or visually presented information and such items as electronic media products, equipment, compositions and the like (hereafter collectively referred to as **“Information”**). MUSC-FRD and Company are willing to disclose Information to each other, and both parties are willing to receive it in confidence. Therefore, MUSC-FRD and Company, intending to be legally bound, agree that:

1. Information provided hereunder relates to potential collaborative research and technology commercialization opportunities.
2. The time period for MUSC-FRD and Company to provide Information to each other hereunder shall begin _____ and end _____ (**“Disclosure Period”**). Both parties’ obligations of non-disclosure under this agreement shall terminate five (5) years from the end of the Disclosure Period, except for information designated at the time of disclosure as a **“trade secret”**, for which the commitments contained herein shall remain in place as long as the applicable Information retains its status as a trade secret.
3. MUSC-FRD and Company shall not disclose or use Information of the other, or allow it to be used, for their own benefit or the benefit of others, except as provided for herein, and shall protect Information of the other party by using the same degree of care, but no less than a reasonable degree of care, as they use to protect their own confidential information. Information may be disclosed only to those persons who have a need to know and who are under an obligation to the Party not to further disseminate the Information. Information may not be otherwise disclosed unless such disclosure is required by federal or state law or regulations.

4. MUSC-FRD and Company will make reasonable efforts to mark or otherwise identify their Confidential Information as confidential. Unmarked information that a reasonable person would judge confidential will still be treated as Confidential Information, however. Any Information marked or identified as confidential remains confidential if subsequently disclosed to the non-disclosing Party without such marking or identification.
5. This agreement imposes no obligation upon the non-disclosing Party with respect to Information that: (a) was in the non-disclosing Party's possession before receipt from the other Party; or (b) is or becomes available to the public through no fault of the non-disclosing Party; or (c) is received in good faith by the non-disclosing party from a third party and is not subject to an obligation of confidentiality owed to the third party; or (d) is independently developed by the non-disclosing Party without reference to Information received hereunder, as evidenced by the non-disclosing Party's written records.
6. In the event that either Party is required by judicial or administrative process to disclose Information of the other, they shall promptly notify the other Party and allow that Party a reasonable time to oppose such process.
7. MUSC-FRD and Company shall return all Information received from the other at their request except that MUSC-FRD or Company may retain in its confidential files one copy of written Information of the other for record keeping purposes only.
8. MUSC-FRD and Company warrants or represents that they have the right to make disclosures under this agreement.
9. Information delivered hereunder may be experimental in nature. Each Party makes no warranties, representation or undertaking with respect to the Information's utility, efficacy, nontoxicity, safety, or appropriateness for a particular purpose.
10. Neither Party shall acquire any license under intellectual property rights of the other Party pursuant to this agreement.
11. Neither Party has an obligation pursuant to this agreement to purchase any service or item from the other Party, nor enter into any other contractual arrangement with the other Party. The Parties may, but are not required to, enter into a future agreement concerning the performance of research and/or licensing of intellectual property from MUSC-FRD.
12. The Parties do not intend that any agency or partnership relationship be created by this agreement.
13. This agreement shall be interpreted by the laws of the State of South Carolina, without regard to conflicts of laws provisions.

14. The Parties' representatives for purposes of receipt and disclosure of any notice under this agreement are the undersigned.

AGREED AND ACCEPTED:

MUSC FOUNDATION FOR RESEARCH DEVELOPMENT

By: _____
Michael Rusnak
Executive Director

Date: _____

_____:

By: _____

Print Name: _____

Print Title: _____

Date: _____