

## Confidentiality Agreement

In order to protect confidential information, relating to research, development, business plans, and other technology including materials ("information") which may be disclosed between them, the **Insert Name of Tissue Chip Testing Center (TCTC)** and **Insert Name of Tissue Chip Developer (TCD)**, intending to be legally bound, agree that:

1. The Disclosers and Receivers are: **TCTC and TCD**, as both of the Parties will be disclosing and receiving confidential information.

2. A Party ("Disclosing Party" or "Disclosing Parties") may disclose information to the other(s) ("Receiving Party" or "Receiving Parties"). The Parties' representatives for disclosing or receiving information (is known):

For TCTC: **Confidential Information Contact for TCTC**

For TCD: **Confidential Information Contact for TCD**

3. The Parties will be exchanging Information under this Agreement which is described as follows: Parties will discuss the validation of tissue chips developed by the NIH Tissue Chip investigators as part of the NIH Tissue Chip Program. This will include methodology, organ platform metrics, testing logistics and data generated for the validation studies.

4. This Agreement controls only information that is disclosed to the Receiving Party/ies between the following dates:

**-Insert beginning/end dates:**

The Receiving Party/ies will not disclose the Information of the Disclosing Party/ies to any person except its employees, consultants, or subcontractors to whom it is necessary to disclose the information for the purposes described above, and any such disclosures shall be under terms at least as restrictive as those specified herein. Any of the persons mentioned above who are given access to the Information shall be informed of this Agreement. The Receiving Party/ies shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Party/ies uses to protect its own confidential Information.

5. The Receiving Party/ies's duties under this Agreement shall apply only to Information in any written document, memorandum, report, correspondence, drawing, or other material, or computer software or program, developed or prepared by the Disclosing Party/ies or any of its representatives which have been clearly marked

**Effective Date: Please fill in date**

"Confidential." Oral disclosures must be reduced to writing and marked "Confidential" within fourteen (14) days after disclosure to be considered confidential information. Disclosures in the form of tangible products or materials (including biological materials) is not covered under this agreement and must be transmitted to the Receiving Party/ies under a separate Material Transfer Agreement or a Collaborative Research Agreement, and a written memorandum must be attached to this Agreement to be considered confidential under this Agreement.

6. Notwithstanding any other provision of this Agreement, Information shall not include any item of information, data, patent or idea which: (a) is within the public domain prior to the time of the disclosure by the Disclosing Party/ies to the Receiving Party/ies or thereafter becomes within the public domain other than as a result of disclosure by the Receiving Party/ies or any of its representatives in violation of this Agreement; (b) was, on or before the date of disclosure in the possession of the Receiving Party/ies; (c) is acquired by the Receiving Party/ies from a third party not under an obligation of confidentiality; or (d) is hereafter independently developed by the Receiving Party/ies, without reference to the information received from the Disclosing Party/ies.

7. The Receiving Party/ies agrees to return all information, including materials, received from the Disclosing Party/ies at the request of the Disclosing Party/ies except that the Receiving Party/ies may retain in its confidential files one copy of written Information for record purposes only.

8. In the event that the Receiving Party/ies or anyone to whom it transmits the Information pursuant to this Agreement becomes legally required to disclose any such Information, the Receiving Party/ies shall provide the Disclosing Party/ies with prompt notice and consult with the Disclosing Party/ies prior to any disclosure.

9. This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof and merges any and all prior agreements, understandings and representations. The Agreement may not be superseded, amended or modified except by written agreement between the parties hereto. This Agreement will remain in effect for three years.

10. A Portable Document Format (PDF) or other electronic version of the original signature of the representative of a Party shall have the same validity as an original signature for the purpose of this Agreement.

**SIGNATURES BEGIN ON NEXT PAGE**

Tissue Chip Testing Center  
Address, Phone Number

Tissue Chip Developer  
Address, Phone Number

TCTC Authorized Signature

TCD Authorized Signature

\_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

TCTC Lead Investigator Signature

TCD Lead Investigator Signature

\_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title: