

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 MUSC-FRD, 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 is willing to disclose Information to Company, and Company is 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 to provide Information to Company hereunder shall begin _____ and end _____ (**“Disclosure Period”**). Company's obligation 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. Company shall not disclose or use Information of MUSC-FRD, or allow it to be used, for its own benefit or the benefit of others, except as provided for herein, without the prior written consent of MUSC-FRD. Company shall protect Information of MUSC-FRD by using the same degree of care, but no less than a reasonable degree of care, as Company uses to protect its own confidential information. Information may be disclosed by Company only to those persons who have a need to know and who are under an obligation to Company not to further disseminate the Information.
4. MUSC-FRD will make reasonable efforts to mark or otherwise identify their Confidential Information as confidential. However, unmarked information that a reasonable person would judge confidential will still be treated as Confidential

Information. Any Information marked or identified as confidential remains confidential if subsequently disclosed to Company without such marking or identification.

5. This agreement imposes no obligation upon Company with respect to Information that: (a) was in Company's possession before receipt from MUSC-FRD; or (b) is or becomes available to the public through no fault of Company; or (c) is received in good faith by Company from a third party and is not subject to an obligation of confidentiality owed to the third party; or (d) is independently developed by Company without reference to Information received hereunder, as evidenced by Company's written records.
6. Nothing shall preclude Company from disclosing Information which is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction. In that event, Company shall promptly notify MUSC-FRD and allow MUSC-FRD a reasonable time to oppose such process.
7. Company shall return all Information received from MUSC-FRD at their request except that Company may retain in its confidential files one copy of written Information of MUSC-FRD for record keeping purposes only.
8. MUSC-FRD warrants or represents that they have the right to make disclosures under this agreement.
9. Information delivered hereunder may be experimental in nature. MUSC-FRD makes no warranties, representation or undertaking with respect to the Information's utility, efficacy, nontoxicity, safety, or appropriateness for a particular purpose.
10. Company shall not acquire any license under intellectual property rights of MUSC-FRD pursuant to this agreement.
11. Neither Party has an obligation pursuant to this agreement to purchase any service or item from the other Party in connection with the subject matter of this agreement, nor to 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. Each Party agrees to keep in confidence and not to disclose the identity, interest or participation of the other Party in connection with the subject matter of this agreement or the relationship of the Parties hereunder.

15. Either Party shall have the right to terminate this Agreement upon written notice to the other Party, however the obligations of confidentiality and non-use set forth herein shall remain in effect for the period set forth in paragraph 2.

16. 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: _____