**Mutual Non-Disclosure Agreement**

THIS MUTUAL NONDISCLOSURE AGREEMENT ("NDA") is made by and between Emory University, a non-profit corporation organized under the laws of the State of Georgia and having offices located at 1599 Clifton Rd NE, 4th Floor, Mailstop: 1599-001-1BA, Atlanta, GA 30322 (hereinafter “Emory”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter “\_\_\_\_\_\_\_\_\_\_\_\_”), a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose principal business address is located at \_\_\_\_\_\_ (each a “Party” and collectively the “Parties.”)

This NDA is effective as of the date of last signature below ("Effective Date") and governs all disclosures of the subject matter herein described.

In consideration of the premises and covenants of this NDA, the Parties agree as follows:

1. Each Party hereto desires to furnish to the other Party certain information regarded as confidential and/or proprietary. Such information may include, but is not limited to, information related to products, manufacturing processes, business strategies, intellectual property, research and development activities, and other related information.

“Confidential Information” is defined as any tangible or intangible form, including but not limited to, writings, drawings, formula, data, computer tapes and other electronic media, samples, and verbal communications. Any Confidential Information furnished in tangible form shall be conspicuously marked as such and the content of any verbal communication shall be reduced to writing within thirty (30) days from the date of disclosure, with a copy of such writing furnished to the Party receiving such Confidential Information.

1. All Confidential Information furnished pursuant to this NDA is done solely for the purpose of evaluation of each Party's potential interest in mutual business activity relating to [insert applicable project information] (“Purpose”).

No other right, license or authorization, express or implied, to use Confidential Information is granted. Each Party agrees to be so limited with respect to all Confidential Information hereby received. In addition, neither Party makes any warranty as to the accuracy of any Confidential Information. All right, title, and interest in the Confidential Information shall remain that of the disclosing party.

1. The term of this NDA shall be for one (1) year following the Effective Date unless otherwise extended by written agreement between the Parties. This NDA may be terminated by either Party upon thirty (30) days written notice. Notwithstanding the termination or expiration of this NDA, each Party agrees that for a period of three (3) years from the Effective Date, they shall not disclose Confidential Information received from the disclosing Party to any third party, nor use such Confidential Information for any purpose other than the Purpose.
2. The receiving Party shall use the same degree of care in maintaining and protecting the Confidential Information as it uses with respect to protecting its own confidential and/or proprietary information, but in no case shall the receiving Party use less than reasonable care in protecting such information upon receipt. Each Party agrees that it will restrict the access of all Confidential Information to its employees and/or agents who have a need to be informed of the Confidential Information. Employees and/or agents of the receiving Party shall be bound by the same obligations contained in this NDA.
3. The obligations of confidentiality and limitations of use shall continue beyond the termination of this NDA as set forth in Section 3; provided, however, neither Party shall be liable for any disclosure of Confidential Information or further restriction on use where:

i) the same information was in the public domain at the time it was disclosed or later comes within the public domain, except through the acts or omissions of the receiving Party;

 ii) the same information was known to the receiving Party at the time of its disclosure;

iii) the same information is approved for release by written authorization of the disclosing Party;

iv) the same information becomes known to the receiving Party from a source other than the disclosing Party without breach of an obligation of confidentiality; or

v) the same information is required to be disclosed by applicable law, rule, or regulation, provided that the receiving Party gives the disclosing Party prompt written notice of such required disclosure; or

vi) the same information is independently developed by employees or representatives of the receiving Party without access to the Confidential Information.

1. Upon request by the disclosing Party, all items of Confidential Information shall be returned to the disclosing Party. One (1) copy of such Confidential Information may be retained by recipient, for legal or audit purposes.

7. Each receiving Party acknowledges that the Confidential Information may be controlled by U.S. the Department of Commerce Export Administration Regulations or other U.S. laws regulating the export of information. Each Party agrees that it shall not attempt to nor knowingly export or re-export information of the disclosing Party to any country, any information in violation of U.S. export laws and regulations without first having obtained all necessary approvals therefore.

8. It is acknowledged and agreed by the Parties that a breach of the obligations of this NDA is likely to cause irreparable harm to the disclosing Party and that money damages alone would be an inadequate remedy for breach of such obligations. As such, the receiving Party agrees that it will not object to the disclosing Party seeking injunctive relief regarding the disclosure of any information subject to the provisions of this NDA. Moreover, the Party against whom such relief is sought agrees to waive and hereby does waive any requirement that the Party seeking the injunctive relief post a bond or any other security.

9. This NDA constitutes the entire understanding between the Parties. No amendment or modification of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by their respective duly authorized representatives.

This NDA may be signed by the duly authorized representatives of the Parties in identical counterparts, all of which comprise but one agreement on the subject matter hereof.

Emory University [COMPANY NAME HERE]

By: By:

 (Signature) (Signature)

Name:  Name:

 (Print) (Print)

Title:  Title:

Date:  Date:

To be signed by Emory faculty and all other personnel who is expected to receive Confidential Information.

I have read and understood this agreement and agree to abide by its terms:

Name:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: