

**MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT –
*DOCUMENT FOR REFERENCE ONLY***

This Agreement is made by and between the Centers for Disease Control and Prevention/National Center for _____, an agency of the United States Government, having a place of business with principal offices at 1600 Clifton Rd., N.E., Atlanta, Georgia, 30333 (hereinafter referred to as "CDC"), and _____, a corporation organized and existing under the laws of _____ having a place of business at _____, (hereinafter referred to as "_____"), collectively referred to as the "Parties." This Agreement shall become effective on the date when the last party to sign has executed this Agreement ("Effective Date").

WHEREAS, Each party has certain proprietary information of a confidential nature relating to

For CDC:

For _____ :

(hereinafter referred to as the "DATA"), and

WHEREAS, Both Parties are interested in examining the DATA of the other in order to determine the desirability of a future relationship;

NOW, THEREFORE, in consideration of the premises and mutual Covenants contained herein, the Parties hereto agree as follows:

1. Each party shall disclose and transmit to the other the DATA solely for the purpose of and in sufficient detail to enable the other to fully evaluate such disclosure to determine the desirability of negotiating a subsequent formal agreement regarding the DATA. The DATA shall be stamped CONFIDENTIAL. In the event any DATA is disclosed verbally or visually, the party disclosing the DATA shall confirm such disclosure in a CONFIDENTIAL writing within 30 days.
2. Each party agrees to accept the DATA and to employ all reasonable efforts to maintain the DATA secret and confidential, such efforts to be no less than the degree of care to preserve and safeguard its own data. The DATA shall not be disclosed, revealed, or given to anyone except employees or other authorized personnel who have a need for the DATA and who are bound to a similar obligation as to confidentiality.
3. It is hereby acknowledged that neither party shall incur any liability merely for examining and considering the DATA. Each party further agrees that it will not use the DATA for any purpose other than the evaluation of the DATA.
4. The obligations of either party under this Agreement shall not extend to any part of the DATA:
 - (a) that can be demonstrated to have been in the public domain or publicly known and readily available to the trade or the public prior to the date of the disclosure; or
 - (b) that can be demonstrated by written records to have been in the possession of the other party or readily available from another source prior to the disclosure; or

- (c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by the other party; or
 - (d) that can be demonstrated by written records to have been developed independent of this agreement.
5. In the event a party is required by judicial or administrative process to disclose the DATA, such party shall promptly notify the other and allow a reasonable time to oppose such process.
 6. Each party's obligations under this Agreement shall extend for a period of four (4) years from the Effective Date of this Agreement unless a party informs the other to the contrary, in which case the obligations herein shall extend for a further period of three (3) years.
 7. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the granting of a license or other rights to either party except the limited right to evaluate the DATA.

CENTERS FOR DISEASE CONTROL AND PREVENTION

_____ Date: _____

Director
National Center for
Centers for Disease Control and Prevention
1600 Clifton Rd., N.E., MS A-27
Atlanta, GA 30333

_____ Date: _____

Address:

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