

CONFIDENTIAL DISCLOSURE AGREEMENT –
DOCUMENT FOR REFERENCE ONLY

This Agreement is made by and between _____ (“**DISCLOSING PARTY**”), having its principal location at _____ and the **Centers for Disease Control and Prevention, National Center for _____** (“**CDC**”), having its principal office at 1600 Clifton Road, N.E., Atlanta, GA 30333. This Agreement shall become effective on the date when the last party to sign has executed this Agreement (“**EFFECTIVE DATE**”).

Purpose: **DISCLOSING PARTY** and **CDC** are desirous of exploring the possibility of entering into a business relationship. **DISCLOSING PARTY** is willing to provide **CDC** access to **DISCLOSING PARTY** confidential information, to aid **DISCLOSING PARTY** and **CDC** in reaching a decision concerning a potential business relationship.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. It will be necessary for **CDC** to have access to and review certain proprietary or confidential information related to _____ including, but shall not be limited to, ideas, concepts, data, protocols, know-how, trade secrets, strategic business plans, product forecasts, financial information, pricing information, personnel information, and other commercially sensitive or proprietary information or materials (hereinafter referred to as “**THE INFORMATION**”).
2. **DISCLOSING PARTY** will clearly designate each written document covered by this agreement by affixing the words “confidential,” “proprietary,” or “trade secret” to each covered document. In addition, **DISCLOSING PARTY** shall accompany any oral communication of **THE INFORMATION** to **CDC** with a clear statement that **DISCLOSING PARTY** intends the oral communication to be covered by this agreement. **DISCLOSING PARTY** shall reduce confidential oral communications to writing within 30 days.
3. **CDC** agrees, subject to the provisions of paragraph 4, below, to employ all reasonable efforts to maintain **THE INFORMATION** secret and confidential, such efforts to be no less than the degree of care employed by **CDC** to preserve and safeguard **CDC**’s own information. To the extent permitted by the laws described in paragraph 8, below, **CDC** shall not disclose, reveal, or give **THE INFORMATION** to anyone except employees of **CDC** who have a need for the information and who are bound to it by like obligation as to confidentiality, without the express written permission of **DISCLOSING PARTY**. In this regard, **CDC** shall:
 - a) Not claim any proprietary right in or to **THE INFORMATION** unless and until a further signed agreement is first made providing the terms and conditions under which rights are to be allocated.

- b) Utilize **THE INFORMATION** received from **DISCLOSING PARTY** solely for the purpose of the discussions referenced above.
- c) In accordance with the Freedom of Information Act (5 U.S.C. 552), Department of Health and Human Services regulations (45 C.F.R. 5.65), and Executive Order No. 12600, upon receiving any third party request for **THE INFORMATION**, CDC will afford **DISCLOSING PARTY** the opportunity to review information for public release and formally object to its release.
4. The restrictions set forth in paragraph 3, above, shall not apply under the following circumstances:
- a) To any of **THE INFORMATION** that is publicly known at the time **DISCLOSING PARTY** submits it to **CDC**;
- b) To any of **THE INFORMATION** supplied to **CDC** by **DISCLOSING PARTY** that becomes public information as a result of acts of **DISCLOSING PARTY** or any third party and through no fault of **CDC**; or
- c) To any of **THE INFORMATION** that was in the possession of **CDC** prior to **CDC**'s receipt of **THE INFORMATION** from **DISCLOSING PARTY**.
5. **CDC**'s obligations under this Agreement shall extend for a period of three (3) years from the **EFFECTIVE DATE** of this Agreement.
6. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successor and assigns.
7. U.S. federal law shall govern the construction, interpretation, and performance of this Agreement.
8. **CDC** will maintain **THE INFORMATION** in accordance with Freedom of Information Act (5 U.S.C. 552), HHS regulations (45 C.F.R. 5.65), Executive Order No. 12600, and the federal Trade Secrets Act, 18 U.S.C. 1905.
9. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to **CDC** of any license or other rights under any patent, patent application or other intellectual property right or interest belonging to **DISCLOSING PARTY**, or as permitting **CDC** to unfairly obtain the right to use any of **THE INFORMATION** which becomes publicly known through an improper act or omission on its part.
10. The entering of this Agreement does not obligate either party to enter into any other agreement or business arrangement with the other party at any time.
11. **DISCLOSING PARTY** will not use any statement or representation made by **CDC** as an actual or implied endorsement of any **DISCLOSING PARTY** product or service.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

DISCLOSING PARTY:

Signature: _____ Date: _____
Name:
Title:

Centers for Disease Control and Prevention

Signature: _____ Date: _____
Name:
Title:

Certification of CDC Scientist: I have read and understood the conditions outlined in this Agreement, and I understand that I must abide by them to receive and use THE INFORMATION for the stated purpose.

Signature: _____ Date: _____
Name:
Title:

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