

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is made this ____ day of _____, 2015 (the "Effective Date") by and between Thomas Jefferson University, a Pennsylvania non profit corporation, located at 901 Walnut Street, Philadelphia, PA 19107, U.S.A. (hereinafter referred to as "TJU"), and _____, located at _____ (hereinafter referred to as "COMPANY").

WHEREAS, TJU has certain confidential information including inventions, know-how, and ideas relating to _____ (TJU reference number: _____) and COMPANY has certain confidential information including inventions, know-how, and ideas relating to _____ (hereinafter collectively referred to as "Confidential Information"); and

WHEREAS, the disclosure of Confidential Information may enable the parties to explore and/or agree to a sponsored research program and/or a license relating to inventions, know-how, and ideas; and

WHEREAS, the parties are desirous of receiving, studying and evaluating such Confidential Information;

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. The disclosing party represents that it has the right to disclose its Confidential Information.
2. Each party shall disclose to the other party as much of its Confidential Information to enable the other party's evaluation.
3. Confidential Information shall be disclosed in writing. Confidential Information not disclosed in written form shall be identified as confidential at the time of disclosure and summarized in writing by the disclosing party and provided to the receiving party within thirty (30) days of such disclosure.
4. Each party agrees to maintain the other party's Confidential Information in confidence, and not to use Confidential Information for any purpose other than to evaluate such Confidential Information. Disclosure or other use of Confidential Information must first be authorized in writing by the other party.
5. The receiving party's obligations of non-disclosure and non-use related to Confidential Information shall not apply to information which the receiving party can demonstrate with written evidence which:
 - (a) was in the receiving party's possession prior to receipt hereunder;
 - (b) is or becomes publicly known without wrongful act of the receiving party;
 - (c) is received from a third party who rightfully made such disclosure;
 - (d) is approved for disclosure by written authorization from the disclosing party prior to such disclosure;
 - (e) is independently developed by an employee or employees of the receiving party that did not receive the information, directly or indirectly, from the disclosing party; or
 - (f) is required to be disclosed by operation of law, governmental regulation or court order, provided the receiving party gives the disclosing party reasonable written notice of such required disclosure prior to making such disclosure unless prohibited by law, court order or regulation, and the receiving party uses all reasonable effort to secure confidential protection for such Confidential Information.

6. Each party retains all right, title and interest in and to its Confidential Information and disclosure of Confidential Information hereunder shall not constitute any grant, option, or license to the receiving party under any patent or other intellectual property rights now or hereinafter held by the disclosing party nor shall the disclosure of Confidential Information obligate the parties to enter into further business relationship.
7. Each party hereby agrees that for any violation by the receiving party of any provision of this Agreement, the disclosing party may be entitled, in addition to any other remedies it may have, to specific performance, injunctions or other appropriate orders to correct or restrain any such breach by the receiving party.
8. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Absent any such written notice of termination, this Agreement shall automatically expire one (1) year from the Effective Date. Notwithstanding termination or expiration of this Agreement, the obligations under the terms of this Agreement with respect to any Confidential Information disclosed prior to the termination or expiration date hereof shall continue in full force and effect for five (5) years after the date of disclosure of such Confidential Information.
9. Upon termination or expiration of this Agreement, the receiving party shall return any Confidential Information submitted to the receiving party in document or other physical form, upon the disclosing party's written request. However, a copy of Confidential Information may be kept by the receiving party solely for the purposes of monitoring its obligations under this Agreement.
10. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
11. This Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous registrations, agreements, commitments and writings in respect thereof. This Agreement shall only be modified or amended by written agreement, executed by both parties hereto.
12. This Agreement shall be construed and the legal relations between the parties shall be determined in accordance with the laws of the Commonwealth of Pennsylvania in the U.S.A. as if this Agreement were fully executed and performed there. The state and federal courts sitting in the County of Philadelphia shall have exclusive jurisdiction over all disputes regarding this Agreement, and the parties hereby agree to such jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Agreement as of the Effective Date.

Thomas Jefferson University

Company Name

By: Robin Sheldon, JD, MPIA
Vice President, Innovation Management

By: Authorized Signatory

Date

Date

I acknowledge that I have read this Agreement in its entirety and that I shall use reasonable efforts to uphold my individual obligations and responsibilities set forth herein

By:

Date