

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: _____) (hereinafter referred to as "Confidential Information"); and

WHEREAS, the disclosure of Confidential Information to COMPANY 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, COMPANY is desirous of receiving, studying and evaluating such Confidential Information;

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

1. TJU represents that it has the right to disclose Confidential Information.
2. TJU shall disclose to COMPANY as much of its Confidential Information to enable COMPANY'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 TJU and provided to COMPANY within thirty (30) days of such disclosure.
4. COMPANY agrees to maintain 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 TJU.
5. COMPANY's obligations of non-disclosure and non-use related to Confidential Information shall not apply to information which COMPANY can demonstrate with written evidence which:
 - (a) was in COMPANY's possession prior to receipt hereunder;
 - (b) is or becomes publicly known without wrongful act of COMPANY;
 - (c) is received from a third party who rightfully made such disclosure;
 - (d) is approved for disclosure by written authorization from TJU prior to such disclosure;
 - (e) is independently developed by an employee or employees of COMPANY that did not receive the information, directly or indirectly, from TJU; or
 - (f) is required to be disclosed by operation of law, governmental regulation or court order, provided COMPANY gives TJU reasonable written notice of such required disclosure prior to making such disclosure unless prohibited by law, court order or regulation, and COMPANY uses all reasonable effort to secure confidential protection for such Confidential Information.
6. TJU 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 COMPANY under any patent or other intellectual property rights now or hereinafter held by TJU nor shall the disclosure of Confidential Information obligate TJU to enter into further business relationship with COMPANY.

7. Each party hereby agrees that for any violation by COMPANY of any provision of this Agreement, TJU 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 COMPANY.
8. Each 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, COMPANY shall return any Confidential Information submitted to COMPANY in document or other physical form, upon TJU's written request. However, a copy of Confidential Information may be kept by COMPANY 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.

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