

## Bilateral Non-Disclosure Agreements (NDAs)

### Introduction

#### Bilateral **Non-Disclosure Agreements (NDAs)** Template

A template of the RTI's standard NDA template is provided for the convenience of the partners to adapt to their specific need and include their specific logo. Language that is specific to RTI International has been highlighted for convenience as areas to be considered by the parties' legal counsel.

To support partners in formalizing agreements, project team provides template documents, such as the NDA, that partners may use or adapt as needed. These templates are offered as a convenience and do not constitute legal advice. Partners are responsible for reviewing and modifying these documents to meet their specific needs and should seek independent legal counsel as necessary.

# Template

## CONFIDENTIAL DISCLOSURE AGREEMENT (BILATERAL)

To facilitate certain discussions between Research Triangle Institute, using the trade name of RTI International (RTI), a North Carolina non-profit corporation located at 3040 East Cornwallis Road, Research Triangle Park, NC 27709, and COMPANY NAME, with its primary location at COMPANY ADDRESS (the Company) related to discussions about PURPOSE OF AGREEMENT, this Confidential Disclosure Agreement (the Agreement) is entered, effective as of the date last signed by the Parties below (Effective Date). During such discussions, it may be necessary for either or both parties to disclose (a Disclosing Party) to the other (the Receiving Party) certain scientific, technical, and/or business information that the Disclosing Party regards as Proprietary Information, which is defined as (1) this Agreement, (2) all written information disclosed that is marked on its face as proprietary, and (3) all orally or visually disclosed information that, within thirty (30) days after disclosure, is summarized and confirmed in writing to the other party as proprietary. To protect such Proprietary Information, each party, both in its capacity as a Disclosing Party and as a Receiving Party (each a “Party” and collectively “the Parties”), agree that such disclosures are subject to the following terms, conditions, and obligations:

1. The Receiving Party shall maintain in confidence all Proprietary Information received from the Disclosing Party hereunder and shall not disclose said Proprietary Information to third parties without the prior written consent of the Disclosing Party.
2. The Receiving Party shall not use Proprietary Information received from the Disclosing Party, other than for the Purpose or in relation to work that may be performed under subsequent agreement between the parties, without the prior written permission of the Disclosing Party.
3. The Receiving Party shall be held to the same standard of care in protecting Proprietary Information as the Receiving Party normally takes to preserve and safeguard its own proprietary information of a similar type, but in no event less than reasonable care.
4. The Receiving Party shall restrict disclosure of the Proprietary Information to those persons having a need to know such Proprietary Information for the Purpose, and such persons shall be advised of the obligations set forth in this Agreement and shall be obligated in like manner. The Receiving Party certifies that each of its officers, employees, subcontractors, or consultants, who may be in a position to learn any Proprietary Information disclosed hereunder, are subject to internal company policy restrictions or other agreement that prohibits the disclosure of Proprietary Information, or the Receiving Party will execute an employment contract or other agreement protecting any and all such Proprietary Information from disclosure as stated herein.
5. The obligations in this Agreement shall not apply to information that
  - a. at the time of disclosure by the Disclosing Party, is in the public domain, as evidenced by publication or similar proof; or
  - b. after disclosure by the Disclosing Party hereunder, becomes part of the public domain by publication or otherwise, other than by an unauthorized act or omission by Receiving Party; or
  - c. the Receiving Party can show by competent proof was in its possession at the time of disclosure and that was not directly or indirectly acquired from the Disclosing Party under confidentiality restrictions; or
  - d. the Receiving Party rightfully received from a third party, and which, to Receiving Party’s knowledge, was not directly or indirectly acquired from the Disclosing Party under confidentiality restrictions; or
  - e. is disclosed under protective order to prosecute or defend any claim arising hereunder; or

- f. was developed by the Receiving Party independently of any disclosure hereunder as shown by competent proof; or
  - g. is disclosed by the Receiving Party under a valid order or legal process created by a court or government agency, provided that the Receiving Party provides prior written notice to the Disclosing Party of such obligation to disclose and the opportunity, if available, to oppose such disclosure.
6. Upon written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all complete and partial copies of Proprietary Information then in its possession or, at the direction of the Disclosing Party, destroy such copies and certify such destruction to the Disclosing Party. All obligations of a Receiving Party under this Agreement shall continue for **three (3) years** from the date which any Proprietary Information is initially disclosed. Notwithstanding the above, the Receiving Party may retain one copy of Proprietary Information solely for compliance purposes.
  7. The disclosure of Proprietary Information by a Disclosing Party to a Receiving Party shall not in and of itself result in any commitment on the part of either party to enter into further agreements on the Purpose previously stated. The amount and type of Proprietary Information disclosed by the Disclosing Party to the Receiving Party shall be at the Disclosing Party's sole discretion. Furthermore, the Disclosing Party does not warrant that any Proprietary Information so disclosed is accurate or complete or fit for a particular purpose or for any purpose.
  8. All Proprietary Information disclosed hereunder remains the property of the Disclosing Party, and no rights are granted in such information, any intellectual or other property, or property right embodied in such information, as a result of a disclosure hereunder other than the right to review or use it for the Purpose contemplated herein. It is recognized and understood that certain pre-existing inventions and technologies are the separate property of the Company or RTI and are not affected by this Agreement. Neither party shall have any claim to nor rights in such prior, separate inventions and technologies except as may be governed by separate licensing agreements, if any.
  9. Neither party shall originate any publicity, news releases, or other written, electronic or oral public announcements to the public press or otherwise about this Agreement, its existence, or the performance of either party hereunder without the prior written consent of the other party.
  10. It is the understanding of both Parties that no export controlled (including EAR99) or classified information will be shared under this Agreement. In the event such information becomes necessary to accomplish the Purpose the Disclosing Party will provide written notification to the Receiving Party prior to sharing and shall not provide any such information absent written approval from Receiving Party and until any required licenses have been obtained. Each Party shall be responsible, at all times, for maintaining compliance with all international trade control laws and regulations of the United States including but not limited to the International Traffic in Arms Regulations ("ITAR," 22 CFR Parts 120 et seq.), the Export Administration Regulations ("EAR," 15 CFR Parts 730-774), and Office of Foreign Assets Control Regulations (OFAC), if applicable.
  11. This Agreement shall govern disclosures made during a period of **three (3) years**, commencing with the Effective Date, and all disclosures made during that time shall be considered as made subject to its terms. Either party may terminate this Agreement immediately upon violation of its terms by the other party or at any time, without cause, upon thirty (30) days' written notice to the other party.
  12. Any amendments to this Agreement shall be in writing and signed by an authorized representative of each party. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina. This Agreement constitutes the entire agreement of the parties with respect to the specific subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements or understandings between the parties regarding such subject matter. Neither party to this Agreement may

assign or otherwise transfer this Agreement or its rights herein; any attempted assignment by either party in violation of this Article shall be void.

13. The Parties acknowledge that monetary damages may be inadequate to compensate the non-breaching party for damages that the non-breaching party may sustain as a result of the violation of this Agreement, and the non-breaching party shall be entitled to seek an injunction to prevent any disclosures by the breaching party. The grant of an injunction shall not be an exclusive remedy and shall in no way limit any monetary or other remedies to which the non-breaching party may be entitled to recover for a violation of this Agreement.
14. Facsimile or electronic (e.g., .pdf) versions shall have the same legal effect as originals, and all of which, when fully executed, shall constitute one and the same instrument.

The parties warrant that the signatures below are by duly authorized representatives with authority to bind the parties.

**Research Triangle Institute**

**COMPANY NAME**

---

Signature

---

Signature

---

Name

---

Name

---

Title

---

Title

---

Date

---

Date