

Confidentiality Agreement

Effective Date: July XXX 2017

In order to protect confidential information, relating to research, development, business plans, and other technology including materials (“information”) which may be disclosed between them, the **Center for Advancement of Science in Space, Inc. (CASIS)** and **Insert name of Tissue Chip Developer (TCD)**, intending to be legally bound, agree that:

1. The Disclosers and Receivers are: **CASIS** and **TCD**, as both of the Parties will be disclosing and receiving confidential information.

2. A Party (“Disclosing Party” or “Disclosing Parties”) may disclose information to the other(s) (“Receiving Party” or “Receiving Parties”). The Parties’ representatives for disclosing or receiving information (is known):

For CASIS: **Confidential Information Contact for CASIS**

For TCD: **Confidential Information Contact 2for TCD**

3. The Parties will be exchanging Information under this Agreement which is described as follows: Parties will discuss the development and modification of Tissue Chips for spaceflight, including technical discussions, facilitation of communication with Implementation Partners, and matters pertaining to the International Space Station-National Laboratory (ISS-NL).

4. This Agreement controls only information that is disclosed to the Receiving Party/ies between the following dates:

Insert beginning/end dates

The Receiving Party/ies will not disclose the Information of the Disclosing Party/ies to any person except its employees, consultants, or subcontractors to whom it is necessary to disclose the information for the purposes described above, and any such disclosures shall be under terms at least as restrictive as those specified herein. Any of the persons mentioned above who are given access to the Information shall be informed of this Agreement. The Receiving Party/ies shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Party/ies uses to protect its own confidential Information.

5. The Receiving Party/ies’s duties under this Agreement shall apply only to Information in any written document, memorandum, report, correspondence, drawing, or other material, or computer software or program, developed or prepared by the Disclosing Party/ies or any of its representatives which have been clearly marked “Confidential.” Oral disclosures must be reduced to writing

and marked “Confidential” within fourteen (14) days after disclosure to be considered confidential information. Disclosures in the form of tangible products or materials (including biological materials) must be transmitted to the Receiving Party/ies under NIH’s Material Transfer Agreement and a written memorandum must be attached to this Agreement to be considered confidential under this Agreement.

6. Notwithstanding any other provision of this Agreement, Information shall not include any item of information, data, patent or idea which: (a) is within the public domain prior to the time of the disclosure by the Disclosing Party/ies to the Receiving Party/ies or thereafter becomes within the public domain other than as a result of disclosure by the Receiving Party/ies or any of its representatives in violation of this Agreement; (b) was, on or before the date of disclosure in the possession of the Receiving Party/ies; (c) is acquired by the Receiving Party/ies from a third party not under an obligation of confidentiality; or (d) is hereafter independently developed by the Receiving Party/ies, without reference to the information received from the Disclosing Party/ies.

7. The Receiving Party/ies agrees to return all information, including materials, received from the Disclosing Party/ies at the request of the Disclosing Party/ies except that the Receiving Party/ies may retain in its confidential files one copy of written Information for record purposes only.

8. In the event that the Receiving Party/ies or anyone to whom it transmits the Information pursuant to this Agreement becomes legally required to disclose any such Information, the Receiving Party/ies shall provide the Disclosing Party/ies with prompt notice and consult with the Disclosing Party/ies prior to any disclosure.

9. This Agreement is to be made under and shall be construed in accordance with Federal laws as applied by the Federal Courts in the District of Columbia and constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof and merges any and all prior agreements, understandings and representations. The Agreement may not be superseded, amended or modified except by written agreement between the parties hereto. This Agreement will remain in effect for three years.

10. The Parties hereto have caused this Agreement to be executed on its behalf in triplicate (each of which shall be deemed to be an original) to be effective on the Effective Date.

SIGNATURES BEGIN ON NEXT PAGE

Center for Advancement of Science in Space
Address, Telephone number

Tissue Chip Developer
Address, Telephone number

CASIS Authorized Signature

TCD Lead Investigator Signature

_____ Date: _____
Name:
Title:

_____ Date: _____
Name:
Title: