

NON-DISCLOSURE DATA AGREEMENT – *DOCUMENT FOR REFERENCE PURPOSES ONLY*

This Agreement is made by and between the Centers for Disease Control and Prevention/National Center for _____, an agency of the United States Government, having a place of business with principal offices at 1600 Clifton Rd., N.E., Atlanta, Georgia, 30329 (hereinafter referred to as "CDC"), and _____, a corporation organized and existing under the laws of the State of _____, having a place of business at _____, (hereinafter referred to as "RECIPIENT"). This Agreement shall become effective on the date when the last party to sign has executed this Agreement ("Effective Date").

WHEREAS, CDC agrees to provide to RECIPIENT the following proprietary confidential information:

(hereinafter referred to as "DATA"), and

NOW, THEREFORE, in consideration of the premises and mutual Covenants contained herein, the parties hereto agree as follows:

1. CDC shall disclose and transmit to RECIPIENT the DATA solely for the purpose of and in sufficient detail to enable RECIPIENT to _____ ("Research Project").
2. RECIPIENT agrees to accept the DATA and to employ all reasonable efforts to maintain the DATA secret and confidential, such efforts to be no less than the degree of care employed by RECIPIENT to preserve and safeguard RECIPIENT's own data. The DATA shall not be disclosed, revealed, or given to anyone except employees and authorized personnel of RECIPIENT who have a need for the information and who are bound to it by like obligation as to confidentiality, without the expressed written permission of CDC.
3. RECIPIENT's obligations under Paragraph 2 above shall not extend to any part of the DATA:
 - (a) that can be demonstrated to have been in the public domain or publicly known and readily available to the trade or the public prior to the date of the disclosure; or
 - (b) that can be demonstrated by written records to have been in RECIPIENT's possession or readily available to RECIPIENT or its subsidiaries from another source prior to the disclosure; or
 - (c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by RECIPIENT, or its subsidiaries.

4. That in the event RECIPIENT is required by judicial or administrative process to disclose DATA, RECIPIENT shall promptly notify CDC and allow CDC a reasonable time to oppose such process.
5. RECIPIENT's obligation of confidentiality shall be in effect for a period of five (5) years from the Effective Date of this Agreement, unless CDC informs RECIPIENT that the DATA is still secret and confidential, in which case the obligation hereof shall extend for a further period of three (3) years.
6. Additional Terms:

The DATA will not be used in research projects:

- (a) involving collaboration with a for-profit organization; or
- (b) sponsored or funded by a for-profit organization.

SIGNATURES BEGIN ON THE NEXT PAGE

DOCUMENT FOR REFERENCE PURPOSES ONLY

Accepted and Agreed:

CENTERS FOR DISEASE CONTROL AND PREVENTION

Beth P. Bell, MD, MPH

Date: _____

Director, National Center for Emerging and Zoonotic Infectious Diseases

Company/institution

Name/title

Date: _____

Certification of Recipient Investigator: 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 DATA.

Recipient Investigator:

Name:

Title:

Signature: _____ Date: _____