

The University of Tennessee Health Science Center

Mutual Non-Disclosure Agreement

"Company"	<i>Enter Name, Address, and Type of Entity here.</i>
"University"	The University of Tennessee, a public higher education institution and instrumentality of the State of Tennessee, on behalf of its Health Science Center with its principal place of business at 62 South Dunlap, Suite 300, Memphis, TN 38163
"Effective Date"	The date of last signature below.
"Term" (disclosure period)	<i>Enter term of disclosure period (number of years from effective date).</i>
"Obligation Period" (confidentiality period)	<i>Enter the number of years from the Effective Date each party is required to maintain confidentiality here.</i>
"Purpose" (General purpose of disclosures)	<i>the general purpose, including the subject matter about which disclosures will be made.</i>

The Parties have caused this Agreement to be executed by their duly authorized representatives as set forth below. This summary and signature page must be used with **Exhibit A, Mutual Non-Disclosure Agreement Terms and Conditions.**

Speed Laboratory, Inc.,	The University of Tennessee on behalf of Its Health Science Center
By: <u>(signature of authorized representative)</u>	By: _____
Name: _	Name: Steven R. Goodman, Ph.D.
Title: _	Title: Vice Chancellor for Research
Date: _____	Date: _____
<p>The Principal Investigator, while not a party to this Agreement, acknowledges that he/she has read this agreement and understands his/her obligations hereunder as an employee of University.</p> <p>Name of Principal Investigator: Colleen B. Jonsson, Ph.D, Director Regional Biocontainment Laboratory</p> <p>Signature of Principal Investigator: _____</p> <p>Date: _____</p>	
Company Address for notices:	University address for notices:
	UTHSC Office of Sponsored Programs Attn: Sarah White 910 Madison Ave., Suite 826 Memphis, TN 38163 Swhite82@uthsc.edu 901-448-2359
Company point of contact for disclosures:	University point of contact for disclosures:
	<p><i>Enter PI info here.</i></p> <p>Colleen B. Jossen, Ph.D. Director, Regional Biocontainment Laboratory 858 Madison Avenue University of Tennessee Health Science Center</p>

	Memphis, TN, 38163-2129 901-448-1870 cjonsson@uthsc.edu
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EXHIBIT A
MUTUAL NON-DISCLOSURE AGREEMENT
TERMS AND CONDITIONS

This Non-Disclosure Agreement (“Agreement”) is entered into and effective as of the Effective Date by and between the Company and the University. The Company and the University are referred to individually as a “Party” and collectively as the “Parties.”

The Parties agree as follows:

1. Each Party possesses data, information, documentation, and materials relating to the Purpose. All data, information, documentation, and materials relating to the Purpose disclosed by one Party to the other Party during the term of this Agreement, whether transmitted in writing, orally, electronically, visually, or otherwise, shall be “Proprietary Information.” The Party receiving Proprietary Information is referred to as the “Receiving Party,” and the party disclosing Proprietary Information is referred to as the “Disclosing Party.” All Proprietary Information shall be marked with an appropriate restrictive legend, and any Proprietary Information disclosed other than in writing must be reduced to writing with an appropriate restrictive legend and delivered to the Receiving Party within fifteen (15) days of the disclosure.
2. Each party provides Proprietary Information as is and makes no representations or warranties as to its completeness, accuracy, or fitness for a particular purpose. All Proprietary Information remains the property of the Disclosing Party. No license, option, or right is granted to the Receiving Party other than to use the Proprietary Information for the Purpose. The Parties are not obligated to enter into any further business relationship or agreement.
3. Each Receiving Party shall keep all Proprietary Information disclosed to it confidential during the Obligation Period and may use it only for the Purpose. Other than as permitted herein, no Receiving Party may disclose, modify, copy, transfer, or assign any Proprietary Information disclosed to it under this Agreement.
4. University may disclose Proprietary Information to its employees who need to know it in connection with and to accomplish the Purpose. Company may disclose Proprietary Information to its officers, directors, employees, and legal and financial advisors who need to know it in connection with and to accomplish the Purpose, provided such persons are bound by the terms of their employment to comply with this Agreement. Either Party may disclose Proprietary Information if required to do so by applicable law, a court order, or a government agency, and if such disclosure is required, that Party shall use reasonable efforts to give the other Party prior written notice.
5. Upon expiration or termination of this Agreement or at any time by written request of Disclosing Party, each Receiving Party shall promptly return to the Disclosing Party or shall destroy all tangible and digital manifestations of all recorded or stored information that is based on or embodies any of the Proprietary Information it received pursuant to this Agreement, except that each Party may retain a total of one (1) copy of such Proprietary Information in accordance with its standard archival procedures and in order to determine its obligations under this Agreement.

6. Notwithstanding any expiration or termination of this Agreement, the restrictions and obligations set forth herein shall continue for the Obligation Period.

7. The restrictions described in this Agreement shall not apply to Proprietary Information that:

- (i) is already lawfully in the Receiving Party's possession at the time of receipt from the Disclosing Party, as evidenced by appropriate documentation;
- (ii) is or later becomes public through no fault of the Receiving Party;
- (iii) is at any time developed by or for the Receiving Party independently and without use of or reference to any of the Disclosing Party's Proprietary Information disclosed under this Agreement;
- (iv) is lawfully received from a third party whom Receiving Party reasonably believes has the right to make the disclosure, as evidenced by appropriate documentation; or
- (v) is required by law to be disclosed, including the Tennessee Public Records Act, Tenn. Code Ann. § 10-7-503, as modified by § 49-7-120.

8. This Agreement is governed by the laws of the State of Tennessee, without regard to its conflict of laws principles.

9. This Agreement constitutes the entire understanding between the Parties with regard to the Purpose and supersedes all prior agreements between the Parties with regard to the Purpose. This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement. This Agreement may only be amended in writing and must be signed by an authorized representative of each Party. This Agreement may not be assigned, by operation of law or otherwise, or transferred in whole or in part by either Party without the written consent of the other Party.

10. This Agreement is effective from the Effective Date and shall remain in effect for the Term unless terminated sooner in accordance with this Agreement. This Agreement may be terminated at any time by either Party upon thirty (30) days' written notice to the other Party.

11. No waiver of a provision, violation of a provision, or default shall apply to any other provision or subsequent violation or default or be deemed continuous. Any notice, request, approval, or consent required to be given under this Agreement will be sufficiently given if in writing and delivered to a Party in person or by recognized overnight courier at the address appearing on the signature page of this Agreement under the section titled "Address for notices," or at such other address as each Party may designate in accordance with this Agreement. Notice shall be deemed effective upon receipt.