***This document is intended as a resource and guide, and should be adjusted as needed for the user’s purposes.***

 **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “Agreement”), effective as of [Insert Date] (the “Effective Date”), is entered into by and among Citizens United for Research in Epilepsy, doing business as CURE Epilepsy (“CURE Epilepsy)” and the parties identified in Attachment A, which is attached hereto and hereby incorporated herein, each a “Party” and, collectively, the “Parties.”

 **Recitals**

WHEREAS, the Parties are involved in scientific research with the goal of preventing [Insert Initiative] (“[Insert Initiative”) (“the Research”); and

WHEREAS, in connection with the Research, and in connection with discussions, demonstrations, evaluations, on-site visits, and negotiations (collectively, “Discussions) concerning the Research, one or more of the Parties may receive, observe, and/or have physical or electronic access to Confidential Information (as defined below) belonging to one or more other Parties; and

WHEREAS, the Parties desire to ensure that appropriate confidentiality obligations are in place to protect Confidential Information from unauthorized access, use and disclosure.

NOW, THEREFORE, in consideration of these recitals, the covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

**Agreement**

1. Confidential Information. For purposes of this Agreement, “Confidential Information” means all information and materials disclosed or otherwise received, observed, accessed or otherwise learned by one Party from another Party in connection with the Research, whether in oral, written, visual or electronic form, and regardless of whether marked or identified as “confidential” at the time of disclosure, including (a) the content of any and all Discussions between or among Parties; (b) all ideas, concepts, strategies, trade secrets, know-how, inventions, ideas (whether or not patentable), methods, techniques, systems, source code, flow charts, graphics, program structures, plans, renderings, copyrighted matter, formulae, specifications, chemical compositions, assemblies, designs, component designs, research and development, and other creative, technical, product and service information concerning or arising from the Research; (c) all business, financial, accounting, marketing, strategic or similar information concerning the Research; and (d) all other information that a reasonable person familiar with the Research and similar scientific endeavors would consider confidential or proprietary, including all such Confidential Information that may be incorporated into or reflected in other documents or conversations, whether separately or jointly generated by the Parties.

2. Confidentiality Obligations. From time to time in connection with any Discussions, a Party (the Receiving Party) may receive, observe, hear and/or have physical or electronic access to certain Confidential Information of another Party (the Disclosing Party). The Receiving Party shall protect such Confidential Information against unauthorized access, use or disclosure with at least the same degree of care with which the Receiving Party protects its own Confidential Information of a similar nature, but with no less than reasonable care. The Receiving Party shall use the Confidential Information solely for the purpose of furthering the Research, and shall disclose the Confidential Information only to those of its employees, agents or representatives who have a need to know the Confidential Information for the purposes related to the Research, and who are legally bound by confidentiality obligations at least as protective of the Confidential Information as the provisions of this Agreement. No Party shall, or shall any Party permit any third party to, access, use, or disclose any of the Confidential Information for any other purpose whatsoever.

* + 1. 3. Exceptions. Nothing contained in this Agreement shall prevent any Party from accessing, using or disclosing, the Confidential Information, if and to the extent that it: (a) was in the Receiving Party’s possession prior to the date of disclosure of such Confidential Information by the Disclosing Party; (b) was rightfully acquired by the Receiving Party from a third party that was legally and rightfully entitled to make such disclosure, without confidentiality restriction; (c) was independently developed by the Receiving Party without reference to or reliance on the Confidential Information; or (d) was placed in the public domain through no wrongful act or omission of the Receiving Party.
		2. 4. Legally Required Disclosures. If a Receiving Party is requested to disclose any of the Confidential Information under applicable law, in any judicial or administrative proceeding, or by any governmental or regulatory authority (including law enforcement), then, except as otherwise required to comply with applicable law, the Receiving Party shall promptly notify the Disclosing Party of such request so that the Disclosing Party may resist such disclosure or seek an appropriate protective order. If the Receiving Party is nonetheless compelled to disclose any of the Confidential Information, the Disclosing Party shall limit its disclosure to that which, in the reasonable opinion of legal counsel, is required under applicable law.
		3. 5. Ownership of Confidential Information. Confidential Information shall remain the exclusive property of the Disclosing Party. The Parties agree that any Confidential Information disclosed hereunder will be received subject to the Disclosing Party's ownership rights in such Confidential Information and, further, subject to all relevant confidential, intellectual, or proprietary property rights of the Disclosing Party, including the relevant laws governing patents, trademarks, copyrights, trade secrets and unfair competition.
		4. 6. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until [Insert Date] unless and until terminated as provided herein. Subject to each Party’s surviving obligations hereunder, a Party may terminate this Agreement upon thirty (30) days’ prior written notice to the other Parties. Upon the expiration or termination of this Agreement, all Receiving Parties shall promptly destroy all Confidential Information in the Receiving Party’s possession or control (including copies and summaries thereof). All confidentiality obligations and all other rights and obligations of each Party under this Agreement shall survive until [Insert Date] and shall be binding on and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.
		5. 7. Miscellaneous
1. Governing Law. This Agreement shall be governed and interpreted for all purposes by the laws of the State of Illinois, U.S.A., without giving effect to any conflict of laws or principles that would require the application of the laws of a different jurisdiction.
2. Jurisdiction. Any dispute, action or proceeding arising out of or related to this Agreement shall be commenced in a state or federal court located in Cook County, Illinois. Each Party hereby submits and irrevocably waives any objections to the exclusive personal jurisdiction and venue of such courts; provided, however, the foregoing shall not be construed to prevent a Party from seeking temporary or permanent injunctive or other equitable relief in any court of competent jurisdiction.
3. Notices. All notices under this Agreement shall be in writing and shall be delivered personally or by postage prepaid certified mail or express courier service, return receipt requested. Notices shall be directed to the addresses set forth below the signature block. Either party may change its address for notices from time to time by providing written notice of such change to the other party.
4. Equitable Relief. The Parties recognize that any actual or threatened breach of the provisions of this Agreement would cause irreparable harm, the extent of which would be difficult and impracticable to assess, and that money damages would not be an adequate remedy for such breach. Accordingly, in addition to all other remedies available under the circumstances, a Disclosing Party shall be entitled to seek immediate equitable and other provisional relief in any court of competent jurisdiction.
5. Amendment; Waiver. This Agreement may be amended only by a written instrument executed by an authorized representative of a Party. No rights shall be waived by any act, omission or knowledge of a Party, except by an instrument in writing expressly waiving such rights and signed by a duly authorized representative of the waiving Party. Any waiver on one occasion shall not constitute a waiver on subsequent occasions.
6. Severability; Construction. If any provision of this Agreement is determined to be unenforceable under applicable law, such provision shall be amended by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement shall continue in full force and effect. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The term “including” as used herein means “including without limitation.”
7. Entire Agreement. This Agreement sets forth the entire agreement of the parties, and supersedes all prior agreements and understandings, whether written or oral, with regard to the subject matter hereof. This Agreement and any amendment hereto may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any signature may be delivered by facsimile or electronic PDF, which shall have the same effect as an original signature.

*The balance of this page is left blank intentionally.*

*The next page is the signature page*

**IN WITNESS WHEREOF, the Parties’ authorized representatives have read and understand the terms and conditions of this Agreement and agree to be legally bound thereby**.

**CITIZENS UNITED FOR RESEARCH IN EPILEPSY,**

**Doing business as CURE Epilepsy***All CURE Epilepsy Staff and representatives will*

*be held to the same standard of confidentiality.*

By: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signatures of Party Members are found in Attachment A**

**Attachment A**

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| **Name** | **Date** | **Signature** |
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