

# Confidential Disclosure Agreement



**Start Date:** June 16, 2021  
**End Date:** June 16, 2022

Innovation and Business Development  
Agreement No. CDA 22-U-

**THE UNIVERSITY OF MASSACHUSETTS**, a not-for-profit, public institution of higher education of the Commonwealth of Massachusetts, established by Chapter 75 of the Massachusetts General Laws ("UMMS"), as represented by and solely on behalf of its **WORCESTER** campus (**MEDICAL SCHOOL**) and \_\_\_\_\_ ("**Company**") agree as of the Start Date that:

During the term of the Agreement, each party may disclose certain confidential information to the other party so that the parties may determine their interest in entering into a working relationship with each other, as well as evaluating or otherwise negotiating such working relationship or consummating a transaction (the "Transaction"), related to any technology or research of the laboratory of University of Massachusetts Medical School.

In consideration of each party making such confidential information available to the other party, the parties hereby agree as follows:

1. "Confidential Information" means any technical or business information furnished by or on behalf of one party (the "Disclosing Party") to the other party (the "Receiving Party") pursuant to this Agreement. Such Confidential Information may include, without limitation, know-how, inventions, technical data or specifications, testing methods, business or financial information, research and development activities, product and marketing plans, and customer and supplier information. Confidential Information that is disclosed in writing shall be marked with a legend indicating its confidential status. Confidential Information that is disclosed orally or visually shall be documented in a written notice prepared by the Disclosing Party and delivered to the Receiving Party within thirty (30) days of the date of disclosure; such notice shall summarize the Confidential Information disclosed to the Receiving Party and reference the time and place of disclosure. Without limiting the foregoing, Confidential Information of UMMS includes, without limitation any reports, data, materials, or other documents.
  2. The Receiving Party agrees that it shall:
    - (a) maintain all Confidential Information in strict confidence, except that the Receiving Party may disclose or permit the disclosure of any Confidential Information to its affiliates and its and their respective directors, officers, partners, members, employees, consultants, servicers, potential sources of capital or financing and advisors (including legal and financial advisors) (collectively, "Representatives") who are obligated to maintain the confidential nature of such Confidential Information and who need to know such Confidential Information for the purposes of this Agreement. The Receiving Party shall be responsible for a breach of this Agreement by any of its Representatives, unless such Representative has entered into a confidentiality agreement directly with the
  3. The obligations of the Receiving Party under Section 2 above shall not apply to the extent that the Receiving Party or any of its Representatives can demonstrate that certain Confidential Information:
    - (a) was in the public domain prior to the time of its disclosure under this Agreement;
    - (b) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party or any of its Representatives;
    - (c) was independently developed or discovered by the Receiving Party or any of its Representatives without use of the Confidential Information;
    - (d) is or was disclosed to the Receiving Party or any of its Representatives at any time, whether prior to or after the time of its disclosure under this Agreement, by a third party, to Receiving Party's or such Representatives knowledge, having no fiduciary relationship with the Disclosing Party and having no obligation of confidentiality with respect to such Confidential Information; or
    - (e) is required to be disclosed by Receiving Party or any of its Representatives to comply with applicable laws or regulations, or with a court or administrative order, provided that the Disclosing Party receives, to the extent legally permissible, prior written notice of such disclosure.
- Disclosing Party in a form that is acceptable to the parties thereto;
- (b) use all Confidential Information solely for the purposes of this Agreement;
  - (c) allow Representatives to reproduce the Confidential Information only to the extent necessary for the purposes of this Agreement, with all such reproductions being considered Confidential Information; and
  - (d) Company agrees that it shall not disclose to any person or entity, other than its Representative who are obligated to maintain the confidential nature of such Confidential Information for the purpose of evaluating the Transaction, (i) that the UMMS is considering the Transaction, (ii) that Company is considering the Transaction, or (iii) the status of any negotiations or terms of any Agreement

4. The Receiving Party acknowledges that the Disclosing Party (or any third party entrusting its own confidential information to the Disclosing Party) claims ownership of the Confidential Information disclosed by the Disclosing Party and all patent, copyright, trademark, and other intellectual property rights in, or arising from, such Confidential Information. No option, license, or conveyance of such rights to the Receiving Party is granted or implied under this Agreement. If any such rights are to be granted to the Receiving Party, such grant shall be expressly set forth in a separate written instrument.
5. At the request of the Disclosing Party at any time, the Receiving Party shall return to the Disclosing Party or destroy (must be certified in writing by the signatory to this Agreement) all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the Receiving Party, except that the Receiving Party may retain one copy of the Confidential Information in the possession of its legal counsel solely for the purpose of monitoring its obligations under this Agreement. The obligations set forth in this Agreement shall remain in effect for a period of four (4) years after the Start Date, except that the obligation of the Receiving Party to return or destroy Confidential Information to the Disclosing Party shall survive until fulfilled.
6. The Company acknowledges and agrees that any and all Confidential Information is provided without any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, on the part of UMMS or any of its affiliates, Representatives or controlling persons within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended ("Controlling Persons"). The Company agrees that neither UMMS nor any of its affiliates, Representatives or Controlling Persons will have any liability to the Company, its affiliates or Representatives relating to the Confidential Information or any errors therein or omissions therefrom. The Company further agrees that it will be entitled to rely solely on such representations and warranties as may be included in a mutually acceptable form of definitive written agreement should discussions between the UMMS and the Company progress to such point, subject to such limitations and restrictions as may be contained therein, and the Company understands that the scope of any such representations and warranties will be negotiated along with other terms and conditions in arriving at such definitive written agreement.
7. The Company acknowledges and agrees that (a) UMMS, its affiliates, and Representatives are and will be free to conduct (or terminate) any process with respect to the Transaction as they, in their sole discretion, decide (including, without limitation, suspending or terminating pursuit of the Transaction, negotiating with any party or prospective party and entering into any prospective or definitive agreement without prior notice to any other party, including the Company) and to select any party in the Transaction using any criteria that UMMS, in its sole discretion, may determine, and (b) any procedures relating to the Transaction may be changed at any time without notice, including without notice to the Company.
8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, irrespective of any conflicts of law principles. The parties may only bring legal action that arises out of or in connection with this Agreement in the Massachusetts Superior Court in Suffolk County. Nothing within this Agreement shall operate or be interpreted to waive, limit, remove, or otherwise alter the sovereign immunity and affordances granted to UMMS as a sovereign entity of the Commonwealth of Massachusetts.
9. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof. No change, modification, alteration or addition to any provision of this Agreement will be binding unless in writing and signed by duly authorized representatives of both parties.
10. The parties may execute this Agreement using signatures transmitted by facsimile or other electronic means and such signatures shall be treated for all purposes as original signatures.

**AGREED:**

UNIVERSITY OF MASSACHUSETTS  
 Innovation and Business Development  
 55 Lake Avenue North  
 Worcester, MA 01655

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

**AGREED:**

PLEASE INSERT COMPANY NAME  
 Please insert company address  
 Please insert company address

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