

# **NON-DISCLOSURE AGREEMENT**

*For Unilateral Disclosures*

This Agreement is effective this 29<sup>th</sup> day of January in the year 2019 ("Effective Date") by and between PROVIDERS and RECIPIENTS, each defined below.

**PROVIDERS:** The Johns Hopkins University  
Students and other participants in 601.456/656/356,  
"Advanced Computer-Integrated Surgery" in Spring 2018  
semester (see attached list)  
Address: 100 N. Charles St., 5<sup>th</sup> Floor  
Baltimore, MD 21201  
**PROVIDER Contact:** Prof. Russell Taylor  
Hackerman 127  
Department of Computer Science

**RECIPIENTS:** Students and other participants in 601.456/656/356,  
"Advanced Computer-Integrated Surgery" in Spring 2018  
semester (see attached list)

WHEREAS, PROVIDERS has certain technical information described below which shall hereinafter be referred to as "CONFIDENTIAL INFORMATION";

**CONFIDENTIAL INFORMATION:** Oral presentation materials, documents, and web site materials relating to projects in 600.446/646/356, "Advanced Computer-Integrated Surgery" in Spring 2015 semester. Information to be treated as confidential will be specifically designated as such at time of disclosure.

WHEREAS, RECIPIENTS are interested in examining the CONFIDENTIAL INFORMATION of PROVIDER solely for the PURPOSE, defined below;

**PURPOSE:** To permit free and open in-class discussion of material relating to projects in 601.456/656/356, "Advanced Computer-Integrated Surgery" in Spring 2018 semester.

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

1. PROVIDERS shall disclose CONFIDENTIAL INFORMATION to RECIPIENTS, through its employee, the RECIPIENTS Contact, to enable RECIPIENTS to fully examine and evaluate such disclosure solely for the PURPOSE. CONFIDENTIAL INFORMATION shall be indicated as confidential at the time of disclosure.

2. RECIPIENTS agrees to accept the CONFIDENTIAL INFORMATION and to employ all reasonable efforts to maintain the CONFIDENTIAL INFORMATION as secret and

confidential, such efforts to be no less than the degree of care employed by RECIPIENTS to preserve and safeguard RECIPIENTS's own confidential information. The CONFIDENTIAL INFORMATION shall not be disclosed or revealed to anyone except employees of RECIPIENTS who have a need to know the CONFIDENTIAL INFORMATION for the PURPOSE defined herein and who agree to be bound by the terms of this Agreement. RECIPIENTS's confidentiality obligations under this Paragraph 2 shall survive for a period of five (5) years after the date of expiration or earlier termination of this Agreement pursuant to Paragraph 5 hereof.

3. It is hereby acknowledged by PROVIDERS that RECIPIENTS shall incur no liability merely for examining and considering the CONFIDENTIAL INFORMATION. However, RECIPIENTS covenants and agrees that it will not use the CONFIDENTIAL INFORMATION for any purpose other than the PURPOSE without the prior written consent of PROVIDERS.

4. RECIPIENTS' obligations under Paragraphs 2 and 3 above shall not extend to any part of the CONFIDENTIAL INFORMATION:

- (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, from written records, to have been in RECIPIENTS' possession or readily available to RECIPIENTS from another source not under obligation of secrecy to PROVIDERS 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 RECIPIENTS; or
- (d) that is subsequently disclosed to RECIPIENTS by a third party who is not under an obligation of confidentiality to PROVIDERS; or
- (e) that is required by any law, regulation, or order of court to be disclosed by RECIPIENTS. Prior to disclosing proprietary or CONFIDENTIAL INFORMATION of the PROVIDERS, the RECIPIENTS shall first notify and allow PROVIDERS an opportunity to prevent disclosure.

5. This Agreement shall be effective for a period of 2 years after the Effective Date hereof, unless earlier terminated by mutual written agreement of the Parties hereto.

6. All CONFIDENTIAL INFORMATION shall remain, as between PROVIDERS and RECIPIENTS, the exclusive property of PROVIDERS, and nothing herein shall be construed as giving RECIPIENTS any right, title or interest therein. In particular, it is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to RECIPIENTS of any license or other rights under any patent, patent application, or other intellectual property right or interest belonging to PROVIDERS, or as permitting RECIPIENTS to unfairly obtain the right to use any CONFIDENTIAL INFORMATION which becomes publicly known through an improper act or omission on its part.





