

TEDCO STEM CELL REVIEWER CONFIDENTIALITY AGREEMENT

WHEREAS, the Maryland Technology Development Corporation (“TEDCO”), through its various technology transfer initiatives (the “TTIs”), desires to increase the possibility of successful commercialization of the results of research and development in collaborations funded by TEDCO agreements or as a result of TEDCO funding recommendations; and

WHEREAS, TEDCO, through its Maryland Stem Cell Research Fund Program (“MSCRF”), desires to increase the results of research and development into human stem cells by universities, nonprofit research institutions and companies located in Maryland; and

WHEREAS, TEDCO, with awards of funds from its MSCRF and investments of funds from other TTIs, wishes to increase the number and enhance the value of technologies arising from the stem cell research that are successfully translated to clinical tools; and

WHEREAS, the undersigned (the “Reviewer”) has been engaged by TEDCO to aid TEDCO and the Maryland Stem Cell Research Commission in the review of one or more proposals received from universities, nonprofit research institutions and companies (an “Applicant”) applying for funding from the MSCRF or one of the TTIs (an “Application”).

NOW THEREFORE, in consideration of having been engaged by TEDCO to review Applications:

(1) Reviewer agrees, on Reviewer’s behalf and on behalf of Reviewer’s employees and agents, if any: (a) to keep all the information Reviewer may acquire concerning an Application (“Information”) in strict confidence; (b) not to disclose, divulge or reveal the Information or any part of it to any person; and (c) not to disclose, other than to TEDCO or its designee, any analysis or conclusions made by Reviewer about any Information contained in any Application.

(2) Reviewer shall not be obligated to maintain in confidence any Information: (a) which was already known to Reviewer; or (b) which is or comes into the public domain through no fault of Reviewer; or (c) which is independently developed by Reviewer; or (d) which comes to Reviewer from a third party who is not in violation of any obligation of confidentiality to an Applicant or TEDCO.

Reviewer Signature: _____

Printed Name: _____

Date: _____