This Non-Disclosure Agreement (“NDA”), effective upon execution (the “Effective Date”) by student (“Recipient”) enrolled in HAP 786 Workshop in Health Infomatics and identified by the Recipient name and signature below.

Recipient recognizes that it may be necessary or desirable to receive Confidential Information from George Mason University (“Disclosing Party”), an educational institution and agency of the Commonwealth of Virginia, for the sole purpose of enabling the objectives of the HAP 786 Workshop in Health Infomatics course between the Disclosing Party and Recipient in regard to Disclosing Party’s technology (the “Purpose”)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to protect Confidential Information which may be disclosed, Recipient, intending to be legally bound, agrees that:

(1) “Confidential Information” is any information (in any form, tangible or intangible, may include by way of example but without limitation, computer source codes, diagrams, processes, designs, sketches, photographs, specifications, reports, studies, findings, electronic files, invention disclosures, patent applications, technical and scientific information, research data, draft publications, technical reports, research plans, business plans, financial reports, and projections) which is identified by Disclosing Party at the time of disclosure to Recipient as being of a confidential nature or that is clearly marked as confidential.

(2) The existence of and the relationship created under this Agreement are confidential and shall be treated as “Confidential Information” pursuant to the terms of this Agreement.

(3) This Agreement shall apply to all disclosures of Confidential Information by Disclosing Party to Recipient, whether made before or after the execution of this Agreement.

(4) For a period of three (3) years from the date of disclosure, the Recipient shall:

1. protect received Confidential Information from disclosure to third parties with at least the same degree of care (but no less than a reasonable degree of care) as it uses to protect its own proprietary or Confidential information of like kind from unauthorized use or disclosure; and
2. limit access to and dissemination of received Confidential Information only to those employees or agents of the receiving Party who have a need for such information to fulfill the Purpose stated herein and have been notified of and agree to the obligations imposed by this NDA; and
3. use received Confidential Information only in furtherance of the Purpose; and
4. not reproduce received Confidential Information or incorporate it into derivative works or notes unless necessary to fulfill the Purpose.

(5) Recipient shall, notwithstanding the expiration or termination of this NDA, keep in confidence, and prevent the disclosure to any person or persons outside its organization or to any unauthorized person or persons, any and all Confidential Information received from the Disclosing Party under this NDA and has been protected in accordance with paragraph (4) above; provided however, that the receiving Party shall not be liable for disclosure of any such information if the information:

1. was in Recipient’s possession before receipt from Disclosing Party, as evidenced by Recipient’s written records; or
2. is or becomes available to the public through no fault of Recipient; or
3. is received in good faith by Recipient from a third party and is not subject to an obligation of confidentiality owed by the third party; or
4. was previously and independently developed by Recipient, as evidenced by Recipient’s written records; or
5. is disclosed pursuant to the provisions of a court order or as otherwise required by law, including, but not limited to, the Virginia Freedom of Information Act (“VFOIA”).

(6) All Confidential Information disclosed under this NDA shall be and remain the property of the Disclosing Party and nothing contained in this NDA shall be construed as granting or conferring any rights to such Confidential Information to Recipient.

(7) Any Confidential Information provided by the Disclosing Party to the Recipient shall be, upon request at any time, or upon completion of the Purpose, or upon termination of this NDA, returned to the Disclosing Party, or destroyed within ten (10) days of the request. Upon request by the Disclosing Party, the Recipient Party shall provide a certification of destruction of such Confidential Information. Notwithstanding the foregoing, the Recipient may retain one copy of the Confidential Information in its confidential legal files for the purpose of establishing the extent of the disclosure and its obligations hereunder.

(8) Confidential Information shall not be used for any purpose or in any manner that would constitute a violation of any laws or regulations, including without limitation, the export control laws of the United States. The Recipient and its affiliates will not export or re-export any information furnished hereunder unless it complies fully with all regulations of the United States relating to such export or re-export. This Confidential Information shall be handled in strict accordance with the U.S. export administration regulations, and the receiving Party agrees to comply, and do all things necessary to cause its affiliates to comply, with all applicable federal, state and local laws including, but not limited to, the Regulations of the U.S. Department of Commerce relating to the Export of Technical Data, insofar as they relate to activities to be performed under this NDA.

(9) Recipient shall not be liable for the inadvertent or accidental disclosure of Confidential Information if such disclosure occurs despite the Recipient complying fully with the terms of this NDA. If Recipient loses or makes an unauthorized disclosure of the Confidential Information, it shall notify Disclosing Party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed Confidential Information.

(10) Recipient shall promptly notify the Disclosing Party of any subpoena, VFOIA request, or other legal process requiring production or disclosure of Confidential Information and provide reasonable cooperation in opposing the disclosure of the Confidential Information as requested by the Disclosing Party.

(11) Recipient agrees that by providing any information hereunder, the Disclosing Party makes no representations, either express or implied, as to the Confidential Information’s adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such Confidential Information.

(12) Notwithstanding the termination or expiration of any Agreement executed in conjunction with this NDA, the obligations of Recipient with respect to Confidential Information shall continue to be governed by this NDA.

(13) This NDA contains the entire agreement relative to the protection of information to be exchanged hereunder, and supersedes all prior or contemporaneous oral or written understandings and agreements regarding this issue. This NDA shall not be modified or amended, except in a written instrument executed by Recipient.

(14) Nothing contained in this NDA shall, by express grant, implication, estoppel or otherwise, create in Recipient any right, title, interest, or license in or to the inventions, patents, technical data, computer software, or software documentation of Disclosing Party. Nothing in this NDA shall create an agency, partnership, joint venture, or other similar relationship between the Recipient and Disclosing Party.

(15) Nothing contained in this NDA shall grant to either Party the right to make commitments of any kind for or on behalf of any other Party without the prior written consent of that other Party.

(16) This NDA shall begin on the Effective Date stipulated at the beginning of this NDA, and shall run for a term of one (1) year.

(17) This NDA shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. Nothing in this NDA shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.

(18) Recipient agrees that the Disclosing Party may be irreparably harmed by the disclosure of its Confidential Information in breach of this NDA and that the Disclosing Party may seek injunctive relief against a threatened breach or continuation of any such breach.

IN WITNESS WHEREOF, Recipient represents that this NDA is executed by Recipient as set forth below.

**RECIPIENT SIGNATURE**

By:

Signature

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

Printed Name

Date: