

Confidential Disclosure Agreement – Two Companies

Agreement made this _____ day of _____ 20__, by and

BETWEEN

The ISRAEL-UNITED STATES BINATIONAL INDUSTRIAL RESEARCH AND DEVELOPMENT FOUNDATION, a legal entity created by Agreement between the Government of the State of Israel and the Government of the United States of America located at Kiryat Atidim, Building 4, Tel Aviv, 61581, Israel (hereinafter referred to as the "Foundation"),.

AND

(Israeli Company, Name and Address)

AND

(U.S. Company, Name and Address)

(hereinafter referred to collectively as the "Proposer").

WHEREAS the Proposer intends to submit to the Foundation its Proposal for the development of a technology or product (herein, the "Innovation") together with its request for certain funding by the Foundation of the work; and

WHEREAS such Proposal and subsequent data disclosures in the course of the work, if financed and certain disclosures by the Foundation may contain proprietary or commercial confidential information;

NOW THEREFORE, in consideration of the disclosure of Confidential Information, the parties covenant and agree as follows:

As Used Herein:

1. For the purposes of this Agreement, "Confidential Information" shall include: (a) any technical, managerial, financial or business information, whether in written, graphic, electromagnetic, verbal or other form (including but not limited to specifications, prototypes, software, models, drawings, product plans, pre-release products, marketing plans, business opportunities, customer lists, personnel data, research and development activities, know-how and third-party information), that the disclosing party marks or otherwise designates as "Confidential" or "Proprietary" or the like and (b) the existence, terms and conditions of this Agreement whether marked or not.
2. Confidential Information shall at all times remain the property of the disclosing party. The receiving party warrants that it will at all times apply strict safeguards against the unauthorized disclosure of Confidential Information.
3. Each of the parties agrees that, for a period of three (3) years from the date of disclosure:
 - a. Confidential Information provided to the receiving party shall be used by the receiving party solely for the purpose of evaluating its interest in the business arrangement described or performing a future agreement between the parties;
 - b. the receiving party will not use such Confidential Information disclosed hereunder for any other purpose;
 - c. the receiving party is only permitted to disclose the Confidential Information to those employees, directors, agents, advisors (including, without limitation, attorneys,

accountants, consultants, bankers and financial advisors) who (i) have a need to know the Confidential Information solely for the purpose of evaluating its interest in the business arrangement described or performing a future agreement between the parties, and (ii) are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement; and

- d. except as permitted by subsection c, the receiving party shall not disclose any Confidential Information to any other person or entity.
4. This Agreement shall not apply to Confidential Information that:
 - a. is in or enters the public domain, through no fault of the receiving party; or
 - b. is or has been disclosed by disclosing party to a third party without restriction; or
 - c. is already in the possession of the receiving party, without restriction, prior to disclosure of the Confidential Information hereunder; or
 - d. is lawfully disclosed by a third party to the receiving party without an obligation of confidentiality; or
 - e. is developed by the receiving party independently without breach of this Agreement; or
 - f. is required to be disclosed pursuant to court order or required by any governmental authority or agency, provided prompt written notice of such order or requirement is given to the disclosing party and disclosing party is given an opportunity to respond to such order or requirement.
5. This Agreement shall continue for a period of three (3) years from the date first written above for the purpose of disclosure of Confidential Information. Any party may terminate this Agreement upon written notice. The non-disclosure obligations set forth in Paragraph 3 shall survive the expiration or termination of this Agreement.
6. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply a commitment by any party with respect to present or future cooperative product development or other subject matter not expressly set forth herein. No party will have any obligation to commence or continue discussions or negotiations, to exchange any information, to reach or execute any agreement with any other party, to refrain from engaging at any time in any business whatsoever, or to refrain from entering into or continuing any discussions, negotiations and/or agreements at any time with any third party unless agreed to in writing signed by all parties hereto. Each party will be responsible for its own expenses incurred in connection with this Agreement and in the preparation of any written agreement relating to the subject matter hereof.
7. The receiving party acknowledges that a breach of any of the provisions hereof may have a material adverse effect on the disclosing party directly or indirectly, and that damages arising from such breach may be difficult to ascertain or quantify. Accordingly, the receiving party agrees that in addition to any other remedies that may be available, the disclosing party shall have the right to an immediate injunction enjoining such breach.
8. The disclosing party grants no license or right to the receiving party under any patent, patent application, trademark, copyright, or other proprietary right.
9. Any amendment to this Agreement must be in writing and signed by an authorized representative of each party. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof.
10. At the disclosing party's request, all Confidential Information in tangible form that is in the possession of the receiving party shall be returned to the disclosing party or destroyed. Within fifteen (15) business days after a request is made pursuant to this provision, the receiving party will certify in writing to the disclosing party that receiving party has complied with this paragraph.

11. All parties agree that they will not disclose the subject matter or terms of this Agreement or the discussions between the parties without the prior written consent of all other parties hereto.
12. This Agreement shall be governed by the laws of the State of _____, except its conflict of law provisions, and the parties hereby agree to consent to jurisdiction in the State of _____.
13. This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and supersedes any previous understandings, agreements and commitments, oral or written.

BIRD FOUNDATION

By: _____
Name: _____
Title: _____

[US COMPANY]

By: _____
Name: _____
Title: _____

[ISRAELI COMPANY]

By: _____
Name: _____
Title: _____