



CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (Agreement) is entered into to be effective this _____ day of _____, 2024 by and between the University of Maryland Medical System Corporation, with offices located at 900 Elkridge Landing Road, 4th Floor West, Linthicum, Maryland 21090 (“UMMS”) and _____, with offices located at _____ (“Company”).

1. UMMS and Company desires to engage in certain business discussions, objectives, or opportunities. In connection with these discussions, opportunities (a) each party may provide to the other party certain information that is non-public, confidential, and proprietary in nature, (b) each party may be developing information and analysis that will be non-public, confidential, and proprietary to it in nature, and (c) the information to be provided by, and the information and analysis that may be developed by, UMMS and/or Company is highly sensitive to be maintained in the strictest confidence and to be disseminated to persons other than designated representatives of UMMS and Company (all information of this type is referred to in this Agreement as the “**Confidential Information**”).

2. Confidential Information. UMMS acting in any of its capacities, may provide Company with, or allow Company access to, or Company may obtain certain information not generally known to the public concerning lists of their condition, financial information, processes, computer programs, technical drawings, inventions, customer and product development plans, forecasts, strategies, ideas, formulas, algorithms, know-how, and any other confidential information. Company might from time to time also obtain information or access to information that is not given directly to Company recipient. All such information so obtained shall also be considered and treated as Confidential Information.

3. No Disclosure. Except as expressly permitted by Paragraph 4 below, Company shall not at any time disclose, permit the disclosure of, release, disseminate, or transfer, whether orally or by any other means, any part of such Confidential Information to any person or entity of whatever kind or nature, including without limitation a corporation, government, or individual, without the express prior written consent of an authorized representative of UMMS. Company shall return any and all written Confidential Information, and all copies made of such items, to UMMS upon UMMS request, but in any event no later than the date that Recipient has performed all services to be performed for UMMS pursuant to any type of existing contractual relationship, or at the close of the solicitation, or any contract action with which Confidential Information was given to Company. Company hereby agrees that such Confidential Information and any documents provided may be used by Company only as authorized by UMMS. Company shall take all reasonable measures to ensure that there shall be no disclosure of any such Confidential Information to any unauthorized person by Company’s employees, agents, or attorneys.

4. Permitted Disclosure.

- a. Court Order. Company shall immediately notify UMMS of any court order or subpoena requiring disclosure of Confidential Information and shall cooperate with legal counsel for UMMS in the appeal or challenge of such order or subpoena. Company may disclose Confidential Information required to be disclosed pursuant to court order or subpoena, but only after the UMMS has exhausted any lawful and timely appeal or challenge that UMMS elects to file or make in connection with such court order or subpoena.

- b. Provision of Service to UMMS. If Company is required to perform services for UMMS pursuant to written contract with a subsidiary or other consultant or expert, then Recipient may reveal to a third party only the Confidential Information that is reasonably necessary for Company to reveal in connection with the performance of Company's obligations to UMMS, and only so long as Recipient has first obtained from the third party a written agreement to abide by the terms of this Agreement in the same manner, and to the extent, that Company is bound hereunder.
5. Company as Corporation, Partnership, or Joint Venture. If Company is a corporation, Partnership or joint venture, the provision of this Agreement relating to, and disclosure of, Confidential Information shall apply to all officers, directors, partners, employees, and agents of Company, as applicable, and Company shall be responsible for ensuring the compliance of all such parties with the terms hereof.
 6. Subcontractors. If Company has one or more subcontractors, Company shall obtain from each of them and their personnel who work on any UMMS contract, no matter where they are located, an agreement that is substantially the same as this Agreement and the Agreement for Company's personnel who will work on the contract, and Company shall ensure that all subcontracts adhere to the terms of such agreement.
 7. Applicable Law. This Agreement shall be governed by the laws of the State of Maryland.
 8. Attorney's Fees. If any legal action or other proceeding of any kind is brought for the enforcement of this Agreement, or because of any alleged breach, default, or any other dispute in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover all reasonable attorney's fees and other costs incurred in any such action or proceedings, in addition to any relief to which it may be entitled.
 9. Entire Agreement. This Agreement embodies the entire agreement between the parties in relation to the subject matter herein and supersedes all prior understandings or agreement, oral or written, between the parties hereto.

UNIVERSITY OF MARYLAND MEDICAL SYSTEM

By: _____

Printed name: _____

Title: _____

Date: _____

_____(COMPANY)

By: _____

Printed name: _____

Title: _____

Date: _____