For illustrative purposes only. This sample contains terms representative of a Confidential Disclosure Agreement, but any such agreement may be subject to change.

Version: October 2026

CONFIDENTIAL DISCLOSURE AGREEMENT

THIS CONFIDENTIAL DISCLOSURE AGREEMENT (this "Agreement") is entered into as of _____ (the "Effective Date") by and between President and Fellows of Harvard College, having an office at 1350 Massachusetts Avenue, Suite 727E, Cambridge, Massachusetts 02138 ("Harvard") and [Company Name], a company organized under the laws of [STATE/COUNTRY OF INCORPORATION], having offices at [ADDRESS OF COMPANY] (the "Receiving Party").

1. Background. Receiving Party has requested that Harvard disclose to Receiving Party certain information relating to [Field] (the "Field") for the sole purpose of enabling the parties to mutually evaluate the possibility of entering into a research or business relationship with each other with respect thereto (the "Purpose").

2. Definition. "Confidential Information" means any scientific, technical, trade or business information relating to the Field disclosed by or on behalf of Harvard, including by any of its employees, researchers or students, to Receiving Party, whether in oral, written, graphic or machine-readable form. Notwithstanding the above, the Receiving Party's obligations with respect to "Confidential Information" shall not apply to information to the extent such information: (a) was known to the Receiving Party at the time it was disclosed, other than by previous disclosure by or on behalf of Harvard, as evidenced by Receiving Party's written records at the time of disclosure; (b) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement; (c) is lawfully and in good faith made available to Receiving Party by a third party who is not subject to obligations of confidentiality to Harvard with respect to such information; or (d) is independently developed by Receiving Party without the use of or reference to the Confidential Information, as demonstrated by documentary evidence.

3. Nondisclosure of Confidential Information. Without Harvard's express written consent, Receiving Party shall not directly or indirectly publish, disseminate or otherwise disclose, deliver or make available to any person outside its organization any of the Confidential Information. Receiving Party may disclose the Confidential Information to persons within its organization who have a need to receive such Confidential Information in order to further the Purpose and who are legally bound to protect the Confidential Information by agreements that impose confidentiality and non-use obligations comparable to those set forth in this Agreement.

4. Required Disclosure. If required by law, Receiving Party may disclose Confidential Information to a governmental authority or by order of a court of competent jurisdiction, provided that (a) Receiving Party shall, to the extent legally permissible, immediately notify Harvard and, at Harvard's expense, take reasonable steps to assist Harvard in contesting such request, requirement or order or otherwise protecting Harvard's rights and (b) Receiving Party

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shall limit the scope of such disclosure only to such portion of the Confidential Information that it is legally required to disclose.

5. Limitation on Use of Confidential Information. Without Harvard's prior written consent, Receiving Party shall not use the Confidential Information for any purpose, other than the Purpose. Receiving Party shall not, and shall not permit any third party to, use the Confidential Information, or any portion or derivative thereof, to train, fine-tune, improve, modify, develop, or enhance any artificial intelligence or machine learning system or tool (including any large language model) that is trained on data and is capable of generating, synthesizing, or inferring outputs autonomously or semi-autonomously, or any derivative of any such system or tool. Nothing in this Section restricts Receiving Party's use of ordinary computational, statistical or analytical tools or methods in furtherance of the Purpose.

6. Ownership. Nothing contained in this Agreement shall be construed, either expressly or implicitly, to grant to the Receiving Party any rights by license or otherwise in any Confidential Information or to any patent, copyright, trademark or other intellectual property right related thereto.

7. Disclaimer. Harvard makes no representation or warranty as to accuracy, completeness, condition, suitability or performance of the Confidential Information, and Harvard shall have no liability whatsoever to Receiving Party resulting from its use of the Confidential Information.

8. Termination; Return of Confidential Information. Either party may terminate this Agreement upon thirty (30) days prior written notice; provided, however, that Receiving Party's non-disclosure and non-use obligations under this Agreement shall not expire until the date that is five (5) years after the Effective Date. Upon termination of this Agreement, or sooner upon Harvard's request, Receiving Party shall promptly return to Harvard all Confidential Information and return or destroy all copies, summaries, synopses or abstracts of the Confidential Information in its possession (whether in written, graphic or machine-readable form).

9. Miscellaneous. This Agreement may not be assigned or transferred by either party without the other party's prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. The parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts, without restricting any right of appeal. This Agreement may be amended or modified only by a written instrument signed by an authorized representative of each party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and may be executed and delivered by electronic signature or electronic transmission, which shall be deemed an original. Neither party shall use the name, trademark, service mark, logo or other identifying characteristic ("Name") of the other party or any of its affiliates, or any of its or their

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respective directors, trustees, officers, appointees, employees, staff, representatives or agents, in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the party or individual whose Name is to be used.

In witness whereof, the parties have executed this Agreement as of the date set forth above.

President and Fellows of Harvard College	**[Company Name]**
By: _____	By: _____
Name: Richard L. Alcock	Name: _____
Title: Sr. Assoc. Dir. of Technology Transactions	Title: _____

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