

ACCELERATED CONFIDENTIAL DISCLOSURE AGREEMENT
(FOR PURPOSES OF OBTAINING STUDY PROTOCOL)

This ACCELERATED CONFIDENTIAL DISCLOSURE AGREEMENT (the "Agreement") is made by and between:

{INSTITUTION NAME}, a non-profit, educational, research and healthcare institution ("Institution") with an address of {INSTITUTION ADDRESS}

and

{COMPANY NAME}, a corporation having its principal place of business at {COMPANY ADDRESS} ("Sponsor").

Sponsor and Institution are herein referred to collectively as "Parties." Individually, each of Sponsor and Institution is a "Party."

WHEREAS, Sponsor is seeking to identify potential investigative sites for a study relating to {INSERT NAME OF DISEASE OR DRUG/DEVICE BEING STUDIED} pursuant to Protocol {INSERT PROTOCOL TITLE AND/OR NUMBER} (the "Study"), and Institution desires to review information about the Study on behalf of {PRINCIPAL INVESTIGATOR NAME} in order to determine whether it would be interested in participating in the Study ("Purpose"); and

WHEREAS, in consideration for the opportunity to be considered as an investigative site, Institution is willing to receive the Confidential Information subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the benefits set forth herein, the Parties hereby agree as follows:

- 1) **"Confidential Information"** refers to information of any kind which is disclosed to the Institution by Sponsor to evaluate the Purpose which:
 - a) by appropriate marking, is identified as confidential and proprietary at the time of disclosure; or
 - b) if disclosed orally, is identified in a marked writing within thirty (30) days as being confidential.

Sponsor will make reasonable efforts to mark Confidential Information as stated in (a) and (b) above. However, to the extent such marking is not practicable, then in the absence of written markings, information disclosed (written or verbal) that a reasonable person

familiar with the Study would consider it to be confidential or proprietary from the context or circumstances of disclosure shall be deemed as such.

Institution agrees, for a period of five (5) years from the effective date stated below, to use reasonable efforts, no less than the protection given their own confidential information, to use Confidential Information received from Sponsor in accordance with this Section.

Institution agrees to use Sponsor's Confidential Information solely as allowed by this Agreement. Institution agrees to make Sponsor's Confidential Information available only to those personnel who require access to it to evaluate the Purpose and to inform such personnel of the confidential nature of such information and the obligation of confidentiality to which they are bound.

2) The obligation of nondisclosure does not apply with respect to any of the Confidential Information that:

a) is or becomes public knowledge through no breach of this Agreement by Institution;

b) is disclosed to Institution by a third party entitled to disclose such information without known obligation of confidentiality;

c) is already known or is independently developed by Institution without use of Sponsor's Confidential Information as shown by Institution's contemporaneous written records;

d) is released with the prior written consent the Sponsor.

3) Institution may disclose Confidential Information to the extent that it is required to be produced pursuant to a requirement of applicable law, IRB, government agency, an order of a court of competent jurisdiction, or a facially valid administrative, Congressional, or other subpoena, provided that Institution, subject to the requirement, order, or subpoena, promptly notifies Sponsor.

To the extent allowed under applicable law, Sponsor may seek to limit the scope of such disclosure and/or seek to obtain a protective order. Institution will disclose only the minimum amount of Confidential Information necessary to comply with law, or court order as advised by Institution's legal counsel.

4) No license or other right is created or granted hereby, except the specific right to use the Confidential Information under the terms of this Agreement, nor shall any license or other right with respect to the subject matter hereof be created or granted except by the prior written agreement of the Parties duly signed by their authorized representatives.

5) Upon Sponsor's written request, Institution agrees to return all Confidential Information supplied to it by Sponsor pursuant to this Agreement except that Institution

may retain such Confidential Information in a secure location for purposes of identifying and satisfying its obligations and exercising its rights under this Agreement.

6) Neither Institution nor Sponsor may use the name, trademark, logo, symbol, or other image or trade name of the other Party or its employees and agents in any advertisement, promotion, or other form of publicity or news release or that in any way implies endorsement without the prior written consent of an authorized representative of the Party whose name is being used. Such approval will not be unreasonably withheld.

7) This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each of the Parties may have signed different counterparts. Scanned copies of signatures or electronic images of signatures shall be considered original signature unless prohibited by applicable law.

8) This Agreement shall expire one (1) year from the effective date of this Agreement.

9) This written Agreement constitutes the entire agreement between the Parties concerning the subject matter, and supersedes all other or prior agreements or understandings, whether written or oral, with respect to that subject matter. Any changes made to the terms or conditions cited in this Agreement require the written approval of each Party's authorized representative.

The authorized representatives of the Parties have signed this Agreement effective as of the date last signed below:

{SPONSOR}

By: _____

{NAME}

Title: _____

Date: _____

{INSTITUTION}

By: _____

{NAME}

Title: _____

Date: _____

READ AND ACKNOWLEDGED

By: _____
{PRINCIPAL INVESTIGATOR}

Date: _____