

NOTE: This document is only a template. It is subject to change depending upon the specific needs of a study. In order for it to be considered ready for execution, it must be reviewed by the IU Clinical Trials Office and agreed upon by the applicable parties. If you have any questions, please contact the IU Clinical Trials Office at 317-278-2546 and/or cto@iu.edu

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (“**Agreement**”), effective as of **INSERT DATE** (“Effective Date”), by and between **INSERT SPONSOR NAME AND ADDRESS** (“**SPONSOR**”) and **The Trustees of Indiana University**, an educational institution organized under the laws of the State of Indiana, having an address of Indiana University, University Hospital, Attn: Clinical Trials Office, 410 West 10th Street, Suite 1020, Indianapolis, IN 46202-5167 (“**INSTITUTION**”) which sets forth the terms and conditions under which and SPONSOR shall provide Confidential Information (as defined below) to INSTITUTION. SPONSOR and INSTITUTION shall be referred to individually as “Party” or collectively as “Parties”.

1. **INSERT INVESTIGATOR NAME, MD**, an employee of the INSTITUTION, shall serve as investigator under this Agreement (“Investigator”).

2. Under this Agreement, SPONSOR may transmit to the INSTITUTION, by and/or through Investigator, information pertaining to **INSERT PURPOSE** (“**Confidential Information**”). For purposes of this Agreement, Confidential Information means all of Sponsor’s written or oral information, disclosed by Sponsor to Institution, whether or not it has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential and/or proprietary, including, but not limited to, any oral, written, graphic or machine-readable information including any trade secret, patent application, drawing, or claim, information, data, and data results, price, technique, invention, idea, process, formula, sample, compound, extract, media, vector and/or cell line and procedures and formulations for producing any such sample, compound, extract, media, vector and/or cell line, any process, formula or data relating to any research project, work in process, future development, engineering, manufacturing, marketing, servicing, financing or personnel matter relating to the Sponsor, its present or future products, sales, suppliers, clients, customers, employees, investors, or business. Without limiting the generality of the foregoing, any non-public information regarding or related to Sponsor’s business, products, drugs, compounds, or chemical structures, shall be deemed Sponsor’s Confidential Information.

The INSTITUTION agrees not to disclose Confidential Information to any third party and to use the Confidential Information only in furtherance of this Agreement. The obligations to maintain confidentiality

under this Agreement shall survive for five (5) years following termination of this Agreement. The INSTITUTION agrees to limit access to Confidential Information only to the INSTITUTION's employees who have a need to know for the purposes of this Agreement. The INSTITUTION shall inform each employee of the obligations under this Agreement. The INSTITUTION agrees to use the same degree of care in protecting the SPONSOR's Confidential Information as it would with its own confidential information. The obligations of non-disclosure and non-use do not apply to:

- (a) information already available to the public at the time of disclosure,
- (b) information which hereafter becomes generally available to the public through no fault of the INSTITUTION,
- (c) information which the INSTITUTION acquires from a third party legally entitled to disclose the information,
- (d) information known to the INSTITUTION prior to receipt of the information from SPONSOR, as evidenced by the INSTITUTION's written records, which was not subject to a prior-existing confidentiality agreement,
- (e) information which is required to be disclosed by applicable law, rule or regulation (including Indiana's Open Record Act), provided that INSTITUTION shall immediately notify SPONSOR, and provide SPONSOR an opportunity to object to such disclosure, prior to making any such disclosure. In no event shall INSTITUTION disclose more than the minimum amount of Confidential Information required to be disclosed to comply with such order or request. Further, INSTITUTION shall reasonably cooperate, at SPONSOR's expense, with SPONSOR to enable SPONSOR to challenge or limit such disclosure.
- (f) information developed independently by employees of the INSTITUTION who had no access to, knowledge of or reliance upon the Confidential Information, as evidenced by receiving the INSTITUTION's written records, or
- (g) information that is approved for release by an authorized signatory of the SPONSOR.

3. Neither Party shall use the names, trade names, trademark or logo of the other Party for any advertising or promotional literature without the prior written consent of the authorized representative of the other Party.

4. No right or license whatsoever, neither expressed nor implied, is granted pursuant to this Agreement under any patent, patent application, or other proprietary right now or hereafter owned or controlled.

5. The Confidential Information is being disclosed pursuant to this Agreement with the express understanding that neither Party will be obligated to enter into any further agreement relating to the Confidential Information.

6. This Agreement shall remain in effect for five (5) years from the Effective Date. SPONSOR may terminate this Agreement at any time for any reason upon 30 days prior written notice. Upon termination or expiration of this Agreement, or upon request and expense by the SPONSOR, the INSTITUTION shall return all Confidential Information, including copies, reproductions, notes or other recordings received or developed pursuant to this Agreement.

7. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and none of the terms of this Agreement shall be amended or modified except in a written instrument signed by the authorized representatives of the Parties.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

9. This Agreement will be binding on and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized signatories effective as of the Effective Date first written above.

SIGNATURE PAGE FOLLOWS

THE TRUSTEES OF INDIANA UNIVERSITY

INSERT COMPANY NAME

By: _____ Date: _____

By: _____ Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

READ & ACKNOWLEDGED:

Signed: _____ Date: _____

Name: _____

Title: _____

DRAFT