

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 Office of Clinical Research and agreed upon by the applicable parties. If you have any questions, please contact the IU Office of Clinical Research at 317-278-2546 and/or ocr@iu.edu

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Mutual Confidential Disclosure Agreement ("Agreement") is made effective as of **Insert Date** ("Effective Date") by and between **The Trustees of Indiana University**, an educational institution organized under the laws of the State of Indiana, having an address Indiana University, University Hospital, Attn: Office of Clinical Research, 410 Wet 10th Street Suite 1020, Indianapolis, IN 46202- 5167 ("INSTITUTION") and **Insert SPONSOR Name & Address Here** ("SPONSOR") are interested in exchanging and evaluating certain information, which is considered confidential and proprietary ("Confidential Information"). INSTITUTION and SPONSOR (collectively referred to as the "Parties") have agreed to exchange Confidential Information for the purpose of **Insert Protocol Number ;Insert protocol title** ("Purpose") under the following terms and conditions:

1. **INSERT INVESTIGATOR NAME, MD**, an employee of the INSTITUTION, shall serve as investigator under this Agreement ("Investigator").
2. Promptly after execution of this Agreement, SPONSOR shall provide Confidential Information to INSTITUTION and INSTITUTION shall provide Confidential Information to SPONSOR. Each party shall evaluate the Confidential Information received from the other party to determine whether they are interested in a further business arrangement ("Arrangement"). Each party shall advise the other of its interest. If one or both Parties are not interested, or if an Arrangement is not entered into between the Parties, each party agrees to return or destroy all Confidential Information received from the other, subject to retention of one (1) copy for the recipient's confidential files.
3. During the term of this Agreement and for a period of five (5) years after the above Effective Date this Agreement, each party agrees not to disclose Confidential Information received from the other to any third person and not to use Confidential Information for any purpose other than as indicated in this Agreement, without the prior written approval of the disclosing party. Confidential Information shall include all information provided hereunder in writing, orally, visually and/or in another form or any information seen while on the premises of either party, except any portion thereof which:
 - (a) is already known to the recipient, as evidenced by its written records, prior to receipt thereof under this Agreement;
 - (b) is disclosed to the recipient by a third person after the full execution of this Agreement, and that third person has a legal right to make such disclosure;
 - (c) is or becomes part of the public domain other than through breach of this Agreement by recipient;
 - (d) is independently developed by or for the receiving party as evidenced by its written records, without reference to Confidential Information received from the disclosing party; or
 - (e) is approved for release by written authorization of the disclosing party.
4. If, in the opinion of the recipient's counsel, any of the disclosing party's Confidential Information is required to be disclosed pursuant to law (including Indiana's Open Records Act), regulation, or court order, the recipient shall give the disclosing party prompt, written notice (and in any case at least five (5) business days notice) in order to allow the disclosing party to take whatever action it deems necessary to protect its Confidential Information. In the event that no protective order or other

remedy is obtained, or the disclosing party waives compliance with the terms of this Agreement, recipient will furnish only that portion of the Confidential Information which recipient is advised by counsel is legally required.

5. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party. Termination of this Agreement shall not affect any rights or obligations, which have accrued prior thereto.
6. Neither party shall disclose or use the name, trademark, servicemark or logo of the other party in any publicity, advertising or information, which is disseminated to the general public without the other party's prior written approval.
7. Each party agrees that the Confidential Information is and shall remain the sole property of the disclosing party. Nothing in this Agreement shall be construed to require the Parties to enter into a research and/or business relationship or to grant either party any right, interest, or license in or under any patent, trademark, copyright, trade secret or other proprietary right or material owned by or licensed to the other party, whether or not it is part of the Confidential Information.
8. Each party agrees that it owns the Confidential Information it is disclosing or has the right to make such disclosures hereunder and that the terms of this Agreement are not inconsistent with other contractual and/or legal obligations it may have.
9. Neither party shall assign this Agreement nor any part thereof, without the prior written consent of the other party; provided, however, either party may assign this Agreement to one of its wholly-owned subsidiaries without such consent. Any permitted assignee shall assume all obligations of its assignor under this Agreement. No assignment shall relieve any party of responsibility for the performance of any accrued obligation, which such party then has hereunder.
10. This Agreement constitutes the entire understanding of the Parties with respect to the matters herein contained and supersedes any and all prior written or oral agreements or undertakings regarding such matters. This Agreement may be modified only by written agreement signed by the authorized representatives of the Parties.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
12. This Agreement will be binding on and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

INWITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its authorized representative in its name and on its behalf.

SIGNATURE PAGE FOLLOWS

CONFIDENTIAL

INSERT SPONSOR NAME

THE TRUSTEES OF INDIANA UNIVERSITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

READ & ACKNOWLEDGED

By: _____

Name: _____

Title: _____

Date: _____