

Agreement between Sponsor and the Trustees of the University of Pennsylvania Concerning Evaluation of Sponsor Confidential Information

In connection with a proposed clinical trial sponsored by [Insert name of clinical trial sponsor] ("Sponsor") titled [Insert title of the study] ("Study"), Sponsor desires to provide [Insert name of possible Principal Investigator] ("Investigator") with certain information pertaining to the Study or compound [insert name of compound] ("Study Drug") which Sponsor considers confidential in order for Investigator to evaluate the information and consider whether to conduct the Study. Accordingly, Sponsor and the Trustees of the University of Pennsylvania ("University") shall enter into this Nondisclosure Agreement ("Agreement") to facilitate discussions between Sponsor and Principal Investigator regarding the proposed clinical trial.

1. For purposes of this Agreement, "Confidential Information" means only confidential information of Sponsor specifically related to the Study Drug or to the Study that is disclosed to the Investigator by Sponsor in writing and conspicuously marked as confidential and proprietary at the time of disclosure, or, if disclosed visually or orally, is stated to be confidential and proprietary at the time of disclosure and confirmed by a written summary describing the information in reasonable detail delivered by Sponsor to Investigator within thirty (30) days after disclosure. Notwithstanding anything to the contrary contained in this Agreement or the markings on any document disclosed by Sponsor, Confidential Information does not include information that:

(a) is in the public domain at the time Sponsor discloses it to Investigator or that thereafter enters the public domain through no fault of Investigator;

(b) was known to Investigator or to the University before the date Sponsor discloses it to Investigator, or that becomes known to Investigator or the University through a third party having an apparent bona fide right to disclose the information;

(d) is independently developed by University personnel;

(e) is disclosed by Investigator or the University in accordance with the terms of Sponsor's written approval;

(f) is required to be disclosed for compliance with any Federal, state or local law or regulation, or required to be disclosed by a court of law or governmental authority.

2. Investigator shall disclose Confidential Information to University' employees only to the extent necessary to allow for proper evaluation of the Confidential Information. The Investigator and University shall use Confidential Information solely to evaluate the information and determine whether to conduct the Study. The Investigator and University retain the right to refuse to accept any Confidential Information that the Investigator does not consider to be essential to the performance of the Study.

3. For a period of five (5) years after Investigator's acceptance of Confidential Information or until a Clinical Trial Agreement is executed between the Investigator, the University and the Sponsor, whichever is shorter, Investigator and University agree to use efforts no less than those they employ with respect to their own confidential information to limit disclosure of the Confidential Information solely to those persons who have a need to review the Confidential Information in order to assist the Investigator in evaluating the Confidential Information and in deciding whether to conduct the Study and who have been informed of the confidential nature of the information.

4. This Agreement sets forth the entire understanding of Sponsor, Investigator and University with respect to the subject matter hereof, supersedes any prior agreement between Sponsor, Investigator and University, and there are no other understandings or agreements, written or oral, between them relating to such subject matter. The Agreement may not be changed or supplemented in any way except by a written agreement duly executed by both Sponsor and University. This Agreement shall be governed by,

enforced and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its principles of conflict of laws.

SPONSOR

UNIVERSITY

Date: _____

Date: _____

PRINCIPAL INVESTIGATOR:

I understand that I may be under strict obligations of confidentiality under the terms and conditions of this Agreement. I will abide by such terms and conditions along with all other terms and conditions that apply to me. I understand that I may be personally responsible for breaches of confidentiality for information provided to me under this Agreement.

ACKNOWLEDGED AND AGREED TO BY INVESTIGATOR

BY: _____
(SIGNATURE)

BY: _____