

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT effective as of the first date of signature, by and between the University of Connecticut Health Center, hereafter the "undersigned" and (Sponsor Name and Address)_____ hereinafter referred to as "Sponsor", shall govern the conditions of disclosure relating to the following:

- (1) The protocol entitled: _____
- (2) Any additional information regarding or relating to the clinical research trial involving the above protocol, including, but not limited to, any business or scientific plans with regard to same.

For purposes of this Agreement "Information" includes, but is not necessarily limited to, all notes, books, papers, diagrams, documents, reports, memoranda and all data or information in whatever form, disclosed by Sponsor relating to paragraphs (1) and (2) above.

With regard to the aforementioned Information, the undersigned hereby agrees (i) not to use such Information except for the purpose of discussing a clinical trial agreement with Sponsor and/ or conducting said clinical research and (ii) not to disclose Information to others without the express written permission of Sponsor, except that the undersigned shall not be prevented from using or disclosing information:

- (a) which the undersigned can demonstrate by written records was previously known to same;
- (b) which is now public knowledge, or becomes public knowledge in the future, other than through acts or omissions of the undersigned in violation of this Confidentiality Agreement; or
- (c) which is lawfully obtained by the undersigned from sources independent of Sponsor who have a lawful right to disclose such information;
- (d) which is required to be disclosed by law or court order; provided that the undersigned provides prior written notice of such disclosure to Sponsor, takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure, and allows Sponsor to take reasonable and lawful actions to avoid and/or minimize the extent of such disclosure;
- (e) which the undersigned independently developed without the use or knowledge of the Information as evidenced by written records.
It is further agreed that furnishing of Information to the undersigned shall not constitute any grant, option or license to same under any patent or other rights now or hereinafter held by Sponsor or held by any third party from

whom Sponsor receives information protected by a confidentiality agreement.

The undersigned acknowledges that disclosure or distribution of the Information or use of the Information contrary to the terms of this Agreement may cause irreparable harm for which damages at law may not be an adequate remedy, and agrees that the provisions of this Agreement prohibiting disclosure or distribution of the Information or use contrary to the provisions hereof may be specifically enforced by a court of competent jurisdiction in addition to any and all other remedies available at law or in equity.

All information containing personal data shall be handled in accordance with all applicable privacy laws, rules and regulations.

The obligations of the undersigned under the terms of this Agreement shall remain in effect for ten (10) years from the date hereof.

This Agreement may be signed in two counterparts, each of which is to be considered an original, and taken together as one and the same document. This Agreement may also be signed via facsimile transmission and signatures obtained in this manner shall be legal and binding on such party.

UNIVERSITY OF CONNECTICUT HEALTH CENTER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PRINCIPAL INVESTIGATOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SPONSOR NAME

Signature: _____

Printed Name: _____

Title: _____

Date: _____