

CONFIDENTIAL DISCLOSURE AGREEMENT

This CONFIDENTIAL DISCLOSURE AGREEMENT (hereinafter the "Agreement") is made and entered into as of the **** day of *****, 200_, (the "Effective Date"), by and between *FULL-LEGAL COMPANY NAME*, ADDRESS (hereinafter "*COMPANY NAME*") and *FULL-LEGAL COMPANY NAME*, ADDRESS (hereinafter "*COMPANY NAME*")

WITNESSETH

WHEREAS, the Disclosing Party and/or each party's affiliates possesses certain information relating to ***** or certain business interests, new drug development, certain pharmaceutical development efforts, medical device, or other technological information the Disclosing Party is willing to disclose to the other party (the "Recipient") together with data and documents related thereto (hereinafter such information, data and documents shall be referred to as the "Confidential Information"), for the sole purpose of enabling the Recipient to utilize the Confidential Information to determine its interests in participating in contracted clinical and/or research studies with the Disclosing Party.

WHEREAS, Recipient is willing to receive Confidential Information from the Disclosing Party subject to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the premises and mutual promises and benefits set forth herein, the parties hereto hereby agree to the following:

1. The Disclosing Party is willing to disclose Confidential Information to the Recipient on the following terms and conditions:
 - (a) Recipient will receive, maintain, and hold the Confidential Information in strict confidence and will use the same level of care in safeguarding it that it uses with its own confidential material of the same nature;
 - (b) Recipient agrees to take all reasonable steps necessary and appropriate to verify that Recipient's employees, co-workers, agents and/or assistants treat the Confidential Information as confidential and to verify that such employees, co-workers, agents and/or assistants are familiar with and abide by the terms of this Agreement;
 - (c) Recipient will not utilize Confidential Information, except as provided for herein, without first obtaining the Disclosing Party's written consent to such utilization; and
 - (d) All obligations under this Agreement shall expire upon negotiation of a final Agreement for services or five (5) years after the Effective Date should a final Agreement for services not be executed between the two parties.
2. The obligations under this Agreement as set forth in Paragraph 1 above shall not extend to any portion of the Confidential Information:
 - (i) which is known to the Recipient prior to the disclosure or is information generally available to the public;
 - (ii) which was not acquired directly or indirectly from the Disclosing Party and which Recipient lawfully had in its possession prior to the Effective Date;
 - (iii) which, hereafter, through no act on the part of the Recipient, becomes information generally available to the public;
 - (iv) which corresponds in substance to information furnished to Recipient on a nonconfidential basis by any third party having a legal right to do so;

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- (v) which Recipient can demonstrate was developed by or for Recipient independently of the disclosure of Confidential Information by the Disclosing party; or
 - (vi) which Recipient was legally required by law to disclose.
3. Neither this Agreement nor any disclosure hereunder shall be deemed, by this implication or otherwise, to vest in Recipient any license or other ownership rights to or under any patents, know-how, or trade secrets.
 4. At any time upon the request of the Disclosing Party, (a) the Confidential Information, including all copies, shall be returned to the Disclosing Party and (b) all other embodiments of the Confidential Information in the possession of Recipient, including all copies, and/or any other form or reproduction and/or description thereof made by Recipient, shall, at the Disclosing Party's option, be returned to the Disclosing Party or destroyed. However, Recipient reserves the right to retain one (1) copy of such Confidential Information for purposes of verifying the Confidential Information that was provided pursuant to this Agreement.
 5. Correspondence with *COMPANY NAME* with respect to this Agreement shall be addressed to ***** at the *COMPANY NAME*'s address set forth above. Correspondence with *COMPANY NAME* with respect to this Agreement or with respect to operational issues shall be addressed to *****at *COMPANY NAME*'s address set forth above.
 6. The laws of the State of *STATE* shall govern this Agreement.

FULL- LEGAL COMPANY NAME

FULL- LEGAL COMPANY NAME

By: _____
Name
Title
Company Name

By: _____
Name
Title
Company Name

Date: _____

Date: _____