**CONFIDENTIALITY DISCLOSURE AGREEMENT**

This Confidentiality Disclosure Agreement (this “Agreement”), effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, between Northwestern University (“Northwestern”), with a principal business address at 633 Clark Street, Evanston, IL 60208, and [legal name of entity] (“Receiving Party”), with a principal business address at [legal business address], shall govern the conditions of disclosure by Northwestern to Receiving Party and its employee, [please enter PI’s name] (“Investigator”), for the purpose of maintaining the confidential business and technical information of Northwestern.

Whereas, Receiving Party agrees that it wishes to engage in discussions in order for the parties to mutually determine Receiving Party’s interest in participating in a clinical trial study (the “Purpose”). In the course of such dealings, Northwestern may disclose Confidential Information (as defined below) to Receiving Party.

In consideration of the Purpose and in order to assure the confidential status of the Confidential Information which may be disclosed, the Receiving Party, intending to be legally bound, hereby agree as follows

Confidential Information**.** For purposes of this Agreement, “Confidential Information” shall mean any and all technical and non-technical information relating to the current, future or proposed studies, products and services of Northwestern and similar information of third parties used by or otherwise in the possession of the Northwestern, including without limitation, written specifications, sketches, drawings, schematics, any trade secrets, knowledge or proprietary information of Northwestern and/or such third party(s) regarding, without limitation, formulae, formulations, brochures, protocols, informed consents, design details and specifications, engineering, sources of supply, processes, manufacturing methods, merchandising methods, inventions, know-how, products, equipment, programs, technology, pricing, customer lists, marketing and business plans, information relating to customers and their requirements or other information regarding its financial, research, or business affairs. Receiving Party acknowledges that such Confidential Information is highly confidential and that the unauthorized use or disclosure of Confidential Information is contrary to Northwestern’s best interests.

Nondisclosure**.** Receiving Party covenants and agrees that it shall: (a) not disclose Confidential Information to any other person or entity (except to the extent necessary for negotiations, discussions and consultations with its own personnel or authorized representatives having a need to know). If disclosure to a third party is necessary, Receiving Party shall obtain the prior written consent of Northwestern and the third party shall be bound by terms at least as strict as those established in this Agreement; (b) not use Confidential Information in any way except as, and only to the extent, necessary for the purpose of performing the evaluations contemplated in furtherance of the business relationship under the present Agreement; (c) not advise others that such Confidential Information is known to or used by it or others associated with it. The obligation of confidentiality imposed hereby on Receiving Party exists regardless of whether Confidential Information is obtained in writing, orally or by observation and whether items are individually or specifically designated as confidential or not.

“Confidential Information” does not include information which (i) is generally available to the public other than as a result of unauthorized disclosure by Receiving Party; (ii) was already in possession of Receiving Party free of any obligation of confidence as evidenced by written records, or is obtained by Receiving Party from a third party having the legal right to use and disclose such information; (iii) is approved in writing by Northwestern for Receiving Party to publish, use or disseminate; (iv) is independently developed by or on behalf of Receiving Party, without reliance on the information received hereunder as evidenced by written records, or (v) is required to be disclosed in response to a valid court order or governmental body, or otherwise required by law, (but only to the extent required to be disclosed thereunder) or is necessary to establish the rights of Receiving Party under this Agreement provided that Receiving Party gives Northwestern reasonable notice of such required disclosure.

Term**.** This Agreement shall terminate one (1) year after the effective date hereof. Notwithstanding the foregoing, Receiving Party's obligations of confidentiality and non-use shall terminate seven (7) years following the date on which the Agreement is fully executed, and shall thereby survive termination. All materials furnished to Receiving Party by Northwestern shall remain the property of Northwestern and shall be returned promptly upon its request, together with any copies thereof. Further, upon Northwestern's request, notes, memoranda and reports which incorporate its Confidential Information shall without exception be destroyed. However, Receiving Party may retain one copy of all material for archival purposes only.

Severability. The provisions of this Agreement shall be severable and the parties hereto agree that in the event that any provision hereof shall be found by any court to be unenforceable, this finding shall not affect the enforceability of the remaining provisions of this Agreement. The parties further agree to substitute for the invalid provision or invalid portion thereof a valid provision which most closely approximates the intent and economic effect of the invalid provision or invalid portion thereof.

License and Further Obligation. Nothing in this Agreement shall imply, create or grant any license by Northwestern to the Receiving Party with respect to any of its patents, designs, processes, or Confidential Information. Further, nothing contained in this agreement shall create any obligation to enter into a further contractual relationship.

Negation of Warranty**.** All the information provided by Northwestern is provided “AS IS,” and without warranty, expressed, implied, or otherwise, regarding its accuracy or performance.

Injunctive Relief. Receiving Party acknowledges that Confidential Information constitutes valuable confidential and proprietary information and that release of Confidential Information in violation of this Agreement may cause irreparable harm for which Northwestern may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any such violation or threatened violation, Northwestern is entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy available at law or in equity.

Governing Law**.** This Section intentionally omitted.

Assignment**.** This Agreement may not be assigned or transferred by Receiving Party without the prior consent of the Northwestern. In the event of a transfer, sale, merger, or consolidation in which Receiving Party hereto is not the surviving party, this Agreement shall be assigned without modification to said party’s successor, and the Agreement shall continue unaltered for its remaining term unless otherwise agreed upon between the parties at the time of any such occurrence. This Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the parties hereto, their legal representatives, and their respective successors and assigns.

Entire Agreement. This Agreement supersedes all proposals and previous agreements, whether oral or written and all communications between the parties with respect to the subject matter of this Agreement. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

Binding Agreement. The person signing this Agreement represents and warrants that he/she has the full legal authority and power to bind Receiving Party under this Agreement. Electronic signatures, facsimile or scanned and e-mailed versions of original signatures, shall be deemed as effective as original signatures. Institution’s acceptance of the terms of this Confidentiality Agreement is indicated by signing below.

**ACCEPTED AND AGREED:**

**RECEIVING PARTY**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INVESTIGATOR**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_