This agreement (the “Agreement”) is entered into by the University of Washington (“University”), a public institution of higher education and an agency of the State of Washington, having its principal campus located in Seattle, Washington, and the undersigned company (“Company”).

Whereas, Company possesses certain confidential information (“Information”) relating to the matters described on the last page of this Agreement (the “Protocol”) and is willing to disclose or provide certain portions of the Information to the University’s investigator identified on the last page of this Agreement (“Investigator”) to facilitate discussions with and an evaluation by the Investigator regarding the possible conduct of a clinical trial relating to the Protocol.

Now, therefore, in consideration of Company’s disclosure of the Information to the University and the Investigator, University and Company hereby agree as follows:

1. University shall have no right or license, express or implied, to use the Information, except to facilitate the intended discussions and evaluation and all Information disclosed to Investigator shall remain the property of Company.

2. Except as otherwise expressly provided in this Agreement, University (including Investigator) shall keep the Information confidential and shall not disclose to others either the Information or any results of the discussions or evaluation. Neither University nor Investigator shall use or reproduce, nor allow or assist others to use or reproduce, the Information or results of the discussions or evaluation for any purpose other than the intended discussions and evaluation without the prior written consent of Company. The Information shall not be evaluated by any laboratory, clinical testing or experimentation outside of the University without the express written consent of Company.
3. The Information shall only be disclosed to employees or agents of University who have a direct need to know the Information in the performance of the discussions and evaluation described herein and University shall take reasonable measures to ensure that any person receiving the Information shall: (i) understand the confidential nature thereof, and (ii) not disclose or make unauthorized use thereof.

4. University shall protect the Information using the same degree of care, but no less than a reasonable degree of care, as University uses to protect its own confidential information.

5. Upon written request of Company, University and Investigator shall promptly return to Company all embodiments of the Information in their possession including the results of any discussions or evaluation.

6. This Agreement shall apply only to information that is: (i) marked as confidential at the time of disclosure, or (ii) not marked as confidential at the time of disclosure but thereafter identified as confidential by Company in a writing to Investigator no more than fifteen (15) days after such disclosure.

7. University’s obligations herein shall not apply to any information that: (i) is unrelated to the Protocol; (ii) is independently developed by University without the use of any Information; (iii) is received without an obligation of nondisclosure by University from a third-party who has a lawful right to so disclose; (iv) is furnished to a third party by Company without a similar restriction on the third party’s rights; (v) is currently in the public domain; (vi) hereafter comes into the public domain through no action or fault on the part of University or Investigator; (vii) is approved for release by written authorization of the Company; and (viii) is disclosed pursuant to the requirement of a governmental agency or by reason of law (including disclosures of public records pursuant to RCW Chapter 42.56 and any administrative rules adopted pursuant thereto).

8. Unless earlier terminated in writing by either party, this Agreement shall terminate sixty (60) days after the date of execution of this Agreement by University; providing, however, that University’s obligations hereunder shall survive for a period ending five (5) years after such execution.

9. This Agreement embodies the entire agreement between the parties and supersedes and cancels all prior agreements and understandings relating to its subject matter. Any amendment to this Agreement or waiver of any of its terms shall be in writing and shall be executed by duly-authorized representatives of the parties. The failure of either party to enforce strict performance by the other party of any provision of this Agreement or to exercise any right or remedy under this Agreement shall not be construed as a waiver or relinquishment of such party’s
rights under this Agreement. This Agreement shall be binding upon and inure to
the benefit of the parties and their successors and assigns.

The University of Washington                          Company Name: ____________________________

By: ____________________________                       By: ____________________________
Name: ____________________________                    Name: ____________________________
Title: ____________________________                     Title: ____________________________
Date: ____________________________                     Date: ____________________________

Investigator – Read and Reviewed:

Signature: ____________________________                Title: ____________________________
Name: ____________________________                     Date: ____________________________

PROTOCOL

Drug or Medical Device

☐ Drug (Description: ____________________________)

☐ Medical Device (Description: ____________________________)

☐ Other (Description: ____________________________)

General Description of Protocol

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________