

## NON-DISCLOSURE AGREEMENT

This agreement (the “Agreement”) is made as of the date of last signature set forth on the last page hereof (the “Effective Date”), by and between The Trustees of Indiana University on behalf of the [IU Department] at [IU Campus], having offices at [Address] (hereafter the “Department” or “Indiana University” or “Discloser”) and \_\_\_\_\_, a [student/employee/volunteer/postdoc/visiting scholar] conducting research for the Department (“Recipient”), and sets forth the terms and conditions of the disclosure and receipt of certain confidential information between the parties for certain permitted purposes. The term “Confidential Information” shall refer to any information that the Department or Indiana University treats as proprietary or confidential information and includes, but is not limited to, the following information associated with research activities in [Research Lab Details]: *medical data, computational algorithms and source codes, experimental design, unpublished data and results from research, rejected/pending manuscripts, and rejected/pending proposals.*

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties signing this Agreement agree as follows:

1. Confidential Information may include information that is disclosed to Recipient by Discloser in any manner, whether orally, visually or in tangible form (including without limitation, documents, maps, data streams, databases, data visualizations, and computer readable media) and all copies thereof.
2. Recipient shall maintain in strictest confidence, and shall not disclose, Confidential Information except as expressly permitted in this Agreement.
3. Recipient may use Confidential Information solely for the purpose of performing his/her research-related duties for the Department, unless Recipient receives written permission from the relevant supervising faculty member in the Department to use particular Confidential Information for some other purpose.
4. Recipient shall disclose Confidential Information only to (a) other individuals who have entered into a similar non-disclosure agreement with the Department and who have a need to know such information, (b) employees of Indiana University who have a need to know such information, and (c) third parties who need to know such information and have entered into a non-disclosure agreement with Indiana University that imposes confidentiality obligations around Confidential Information at least as restrictive as those imposed in this Agreement.
5. Confidential Information shall not include any information that Recipient can conclusively demonstrate:

- i. was in Recipient's possession without confidentiality restriction prior to disclosure by Discloser hereunder;
- ii. was generally known in the trade or business practiced by Discloser at the time of disclosure through no act of Recipient;
- iii. has come into the possession of Recipient without confidentiality restrictions from a third party and such third party is under no obligation to Discloser to maintain the confidentiality of such information; or
- iv. was developed by Recipient independently of, and without reference to, Confidential Information.

If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all of the provisions of this Agreement.

6. Recipient agrees not to reproduce or copy by any means Confidential Information, except solely as reasonably required to perform his/her research-related duties for the Department. Upon termination of this Agreement, Recipient's permission to use Confidential Information, as granted in Paragraph 3 above, shall immediately terminate. In addition, upon such termination, or upon demand by Discloser at any time, or upon expiration of this Agreement, Recipient shall return promptly to Discloser or destroy, at Discloser's option, all tangible or electronic materials that disclose or embody Confidential Information.
7. Recipient shall not remove any proprietary rights legend from, and shall, upon Discloser's reasonable request, add proprietary rights legends to, materials disclosing or embodying Confidential Information.
8. Other than as expressly specified herein, Discloser grants no license to Recipient under any copyrights, patents, trademarks, trade secrets or other proprietary rights to use or reproduce Confidential Information.
9. Recipient agrees that the ownership rights in and to any and all intellectual property in the form of patentable invention, copyrightable material, and knowledge developed as trade secret that contains, relates to, or arises from Confidential Information are to be determined in accordance with Indiana University's Intellectual Property Policy (UA-05).
10. The parties shall comply with all applicable federal, state and local laws concerning the Confidential Information disclosed pursuant to this Agreement, as well as Indiana University policies. Recipient's failure to comply with such laws, policies, or the terms and conditions of this Agreement, may subject Recipient to informal or formal discipline, and to legal action to enforce the terms of this Agreement.
11. Recipient shall notify Discloser immediately in the event that any Confidential Information disclosed pursuant to this Agreement reasonably appears to have

been disclosed to an unauthorized party or exposed to unauthorized access, and shall cooperate with Discloser's efforts to provide any notification of such security breach to appropriate parties.

12. Recipient agrees that in the event of any violation or threatened violation of this Agreement, Indiana University shall be entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising from such violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies at law or in equity to which Indiana University may be entitled.
13. The interpretation, application, and enforcement of this Agreement shall be governed by the laws of the State of Indiana without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall exclusively be brought and litigated in a state court of competent jurisdiction in Marion County, Indiana, or in federal court of competent jurisdiction in the Southern District of Indiana.
14. This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitment and understandings pertaining to the subject matter hereof. Any modifications of or changes to this Agreement shall be in writing and signed by both parties.
15. Either party may terminate this Agreement at any time, without cause, effective immediately upon written notice of termination; however, the provisions of this Agreement shall survive and remain in effect with respect to Confidential Information disclosed prior to the effective date of termination. Moreover, if Recipient terminates this Agreement, Recipient may be prohibited from continuing to participate in research activities involving Confidential Information.
16. This Agreement shall be effective as of the Effective Date and shall remain in effect for a period of five (5) years from that date; provided, however, that the obligations under this Agreement governing confidentiality and non-use of the Discloser's Confidential Information shall survive any expiration and termination of this Agreement for an indefinite period.

Recipient:

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

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

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

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

THE TRUSTEES OF INDIANA UNIVERSITY

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

Donald S. Lukes

University Treasurer

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

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

Printed Name: \_\_\_\_\_ [Faculty Member] \_\_\_\_\_

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

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