

CONFIDENTIAL DISCLOSURE AGREEMENT (2-WAY)  
FLASCO Cancer Trials Network

This agreement ("Agreement") is between \_\_\_\_\_ (Site Name), having a principal place of business at \_\_\_\_\_ (street/city/state/ZIP address) ("Second Party") and FLASCO Cancer Trials Network, INC ("FCTN") with principal offices located at Florida Society of Clinical Oncology (FLASCO), 10022 Waterworks Lane, Riverview, FL 33578. The purpose of this agreement is to ensure confidentiality in connection with discussions of all clinical trials offered to Second Party by FCTN. The parties agree as follows:

1. As used in this Agreement, the term "Confidential Information" means any and all data and information relating to any prospective or actual clinical trial offered or conducted by FCTN.
2. FCTN and Second Party believe their Confidential Information to be valuable and each party has to date taken care not to divulge Confidential Information to the public.
3. FCTN and Second Party desire to receive Confidential Information from the other party solely to evaluate the desirability of a future research relationship between the parties ("Purpose").
4. Each party (in a particular instance referred to as the "Disclosing Party") is willing to disclose its Confidential Information to the other party (in a particular instance referred to as the "Receiving Party") solely for the Purpose and on the terms below. Each party contemplates that, in some instances under this Agreement, it will be Disclosing Party and in other instances it will be Receiving Party.
5. This Agreement becomes effective on the date signed by both parties ("Effective Date") and will terminate three years after a Disclosing Party last discloses Confidential Information to a Receiving Party, whichever occurs later ("Termination Date").
6. FCTN through its employees, representatives or agents shall disclose Confidential Information to Second Party and for that Confidential Information FCTN will be considered Discloser and Second Party will be considered Recipient. Second Party through its employees or agents shall disclose Confidential Information to FCTN and for that Confidential Information Second Party will be considered Discloser and FCTN will be considered Recipient.
  - a. FCTN's agent is Nam Dang, MD, PhD who shall be FCTN's custodian of Second Party's Confidential Information.

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- b. Second Party's agent is \_\_\_\_\_(Name)
7. Recipient may not disclose Confidential Information to any other party except those of its employees as may be necessary for the Purpose.
8. Recipient agrees to use Confidential Information solely for the Purpose.
9. In order for written information to be considered Confidential Information, it must be identified as confidential at the time of disclosure by an appropriate marking on the face thereof. In order to be considered Confidential Information, information disclosed orally or in any other transitory medium must be identified to the Recipient as confidential orally at the time of disclosure and in writing within thirty (30) days after such disclosure.
10. Information received from Discloser under this Agreement will not be considered Confidential Information if:
- a. it is a part of the public domain prior to the Effective Date; or
  - b. it enters the public domain after the Effective Date due to some unauthorized act by or omission of a third party; or
  - c. it is developed by Recipient independently of the Confidential Information; or
  - d. it is disclosed to Recipient by a third party who has a right to make such disclosure; or
  - e. it was already in Recipient's rightful possession prior to the time of receipt from the Discloser, as evidenced by Recipient's written records; or
  - f. it is required to be disclosed to a third party by applicable laws or court order (after the Receiving Party has provided the Disclosing Party reasonable notice of such potential disclosure and afforded the Disclosing Party an opportunity to obtain a protective order); or
  - g. it is required to be disclosed to a third party by applicable laws or court actions.
11. Recipient's duty of confidentiality shall survive for three (3) years from the date any Confidential Information is last received by Recipient.
12. In handling the Confidential Information of the Disclosing Party, the Receiving Party must:
- (a) use the same care and discretion as it employs with its own proprietary information (but in no event less than reasonable care and discretion) to prevent disclosure, publication, or dissemination of the Confidential Information; and
  - (b) not use, duplicate,

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reproduce, copy, distribute, disclose or otherwise disseminate the Confidential Information, except as permitted pursuant to this Agreement.

13. Upon completion of the discussions related to the Purpose or within ten (10) working days of a written request by the Disclosing Party, the Receiving Party must return (a) all Confidential Information of the Disclosing Party and copies thereof in its possession and in the possession of all persons or entities to whom it was disclosed, and (b) all materials generated by the Receiving Party based on the Confidential Information of the Disclosing Party and copies thereof in its possession and in the possession of all persons or entities to whom it was disclosed, including but not limited to, abstracts, notes, memoranda, or other documents. The Receiving Party may provide a certificate of destruction in lieu of biological or chemical materials that constitute Confidential Information of the Disclosing Party, and may keep one copy of Confidential Information within their legal department to verify compliance with this Agreement.

14. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, but neither of the parties shall assign Agreement without the prior written consent of the other party.

15. Neither the execution of this Agreement nor the exchange of Confidential Information hereunder creates a duty on the part of either party to enter into subsequent agreements or licenses or to grant any rights other than those contained herein.

16. The parties agree to be bound by applicable state and federal rules governing equal employment opportunity, nondiscrimination and immigration.

17. All notification required by this Agreement shall be executed in writing by the parties hereto and shall be directed to the following individuals:

For FCTN

Original to:  
Nam Dang, MD, PhD  
PO Box 100278  
University of Florida  
Gainesville, FL 32610  
Tel: 352-273-7832  
Fax: 352-273-5006

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Copy to:  
Janice Grimes  
Executive Director  
FLASCO Cancer Trials Network, Inc  
108 Grand Oaks Lane  
St. Simons Island, GA 31522  
Tel: 912-258-2333  
Fax: 888-444-9905

For Second Party

Original to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Second Party Authorized Signatory)  
(Address)

Copy to: (if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Address)

18. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto.

19. Any breach or threatened breach of this Agreement shall entitle the other party to immediate injunctive relief as well as any other remedies available at law or in equity. The parties acknowledge that the Confidential Information is valuable and unique and that disclosure in breach of this Agreement shall result in irreparable injury to the disclosing party.

20. This Agreement shall be construed and enforced in accordance with the laws of the United States and of the State of Florida without regard to its conflict of law provisions. The illegality or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.

21. This Agreement represents the entire agreement between the parties with respect to the disclosure and use of Confidential Information and it supersedes and cancels all prior communications, understandings, and agreements between the parties whether express, oral or

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implied. No right or obligation other than those recited herein is to be implied from this Agreement. No license is hereby promised or granted to either party, directly or indirectly, under any patent, copyright, trade secret, or other proprietary right of the other party.

22. It is understood and agreed by both parties that each represents and warrants to the other party that each official signing this Agreement has the authority to do so.

Signatures

By the signature of their authorized representatives, the parties agree to the terms of this Agreement.

\_\_\_\_\_  
Signature of Nam Dang, MD, PhD

Title: Medical Director, FLASCO Cancer Trials Network, Inc.

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

For Second Party

\_\_\_\_\_  
Signature of Second Party Authorized Signatory

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

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