

**Clinical Research Centre
Confidential and Non-disclosure Agreement**

DECLARATION OF CONFIDENTIALITY

(NAME)

**A staff working in CRC
(hereinafter "Staff").**

1. Scope

All CRC staff, from time to time, is required to have and use confidential, sensitive and proprietary information or data. These are cases where confidentiality is in the best interests of the CRC and its components, since disclosure could injure individuals and organizations inside and outside of the CRC. In addition, disclosure could involve unfair business advantage, personnel action and other risks. Thus, the CRC desires to establish a reasonable and fair standard for confidentiality for such matters.

2. Definition

Any information, material or data that the CRC management considers and treats as confidential, sensitive or proprietary, and is not in the public realm through due process of the CRC, shall be defined as confidential, whether or not it is explicitly marked as such (Refer to Appendix A attached).

3. Authority

Where legitimate reasons exist for confidentiality, the CRC management or its authorized representatives, are authorized to formally designate information for which they are accountable as confidential.

4. Agreement

Staff hereby agrees as follows:

- 4.1 Staff shall not purposefully disclose confidential, sensitive or proprietary information within or outside the CRC, except to individuals known to be authorized to receive such information. Such individuals shall act with due care to avoid the inadvertent disclosure of such information to anyone else.
- 4.2 Staff's obligation to maintain confidentiality continues indefinitely.
- 4.3 Staff shall comply with CRC current policies and procedures on information security.
- 4.4 All confidential, sensitive or proprietary material shall be used for the purposes set forth and for no other purpose without the prior written consent of the CRC
- 4.5 All confidential, sensitive or proprietary material shall remain the exclusive property of the CRC and shall be promptly returned or destroyed upon request of the CRC.
- 4.6 Staff agrees that any breach of this Agreement may result in irreparable injury and damage to the CRC that may not be adequately compensated in monetary terms, and for which there may be no adequate remedy at law. Staff therefore gives consent and agrees that the CRC shall obtain injunctions, orders or decrees as may be necessary to protect information, material or data that the CRC considers and treats as confidential, sensitive or proprietary.
- 4.7 Staff further agrees that any breach of this Agreement may result in disciplinary action, which may extend to dismissal.
- 4.8 No rights or licenses, expressed or implied, are hereby granted to Staff under or in any patents, know-how, copyrights, trade secret, or trademark of CRC as a result of, or related to, this Agreement.
- 4.9 This Agreement and the relationship and subject matter thereof shall not be disclosed to any third party without the prior written consent of the CRC.
- 4.10 The failure of the CRC to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision of this Agreement.

I have read the above declaration and understood it fully

Staff's signature
Name :

Date

Example of Confidential Activities & Sources

Information that is confidential, sensitive or proprietary may be result from various activities and sources. These may include:

1. All research or registry data reported by sites to the CRC or its components.
2. Opinions and other privileged information received from inside or outside legal counsel or other learned experts, including staff of CRC
3. Closed Session information, including minutes and notes
4. Certain kinds of tax information and financial statistics
5. Certain business and financial discussions, agreements, and financial data generated through confidential business processes, or other agreements
6. Employee personnel matters and actions, including records and compensation information or data that will be unduly invasive of personal privacy
7. Trade secrets or confidential commercial information generated through the CRC's business endeavors, or shared with the CRC by outside business concerns on the condition of maintenance of confidentiality.
8. Discussions by the CRC management and deliberations regarding potential or pending legal actions