

Standard MSKCC Agreement

CONFIDENTIALITY AGREEMENT

(SK# _____)

Effective on _____, 2008 (hereinafter, the "Effective Date"),

SLOAN-KETTERING INSTITUTE FOR CANCER RESEARCH, a not-for-profit corporation with offices at 1275 York Avenue, New York, NY 10065 ("SKI"), and

XXX, Inc., a corporation with offices at _____ ("XXX"),

in consideration of mutual promises contained herein, **agree as follows:**

A. Background and Definitions

1. **SKI Confidential Information.** SKI possesses certain proprietary and/or confidential information relating to:

[insert description here] ("Confidential Information"). Confidential Information includes relevant business, patent and scientific information disclosed in writing and information disclosed in another form that is designated confidential and described in writing within thirty days.

2. **Purpose of Disclosure.** XXX desires to obtain from SKI such Confidential Information solely for the purpose of:

- * participating in a multi-center trial and developing the protocol
- *evaluating the "Confidential Information" and discussing possible licenses.
- *evaluating the Confidential Information for possible sponsored research agreements between the parties relating to the Confidential Information ("Purpose").

B. Disclosure Terms and Conditions. To promote the practical application of the Confidential Information and to serve the Purpose, SKI shall disclose the Confidential Information to XXX subject to the following terms and conditions:

1. **Keeping Information Confidential.** XXX agrees to hold in confidence, for a period of five years from the date of its receipt, all Confidential Information disclosed under this Agreement, except for Confidential Information which :

- a) was known or possessed by XXX before it was received from SKI, as evidenced by written records;
- b) is available, or becomes available, to the public through no fault of XXX or of any of XXX's agents or employees;
- c) is rightfully disclosed to XXX from sources not bound by a similar confidentiality agreement with SKI, or
- d) is independently developed by XXX without reference to the Confidential Information, as evidenced by written records.

2. **Disclosure Required by Law.** If disclosure is required by judicial or administrative process, XXX shall promptly notify SKI and give SKI a reasonable time to approve or oppose such disclosure.

3. **Use.** XXX agrees that it will not use the Confidential Information for any purpose other than the above stated Purpose, without the express written permission of SKI.

4. **Distribution and Control.** XXX agrees to protect the Confidential Information with the same degree of care, but no less than a reasonable degree of care, as XXX uses to protect its own confidential information.

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XXX agrees not to disclose the Confidential Information to any third party without the prior written permission of SKI. XXX shall obtain acceptance of the terms of this Agreement by all persons under its direct control and supervision who have access to the Confidential Information it receives hereunder.

5. **Transfer of Rights.** No right or license is granted to XXX under this Agreement, either expressly or by implication, except those specifically set forth herein.

6. **Return of Materials.** XXX shall, at the request of SKI, promptly return to SKI all Confidential Information disclosed under this Agreement, including all copies thereof made by XXX, except that one (1) copy may be retained in XXX's confidential files for record purposes only.

7. **Term and Termination.** This Agreement shall commence on the Effective Date and shall be in effect for one (1) year, unless terminated or extended by written agreement of the parties. Either party may terminate this Agreement earlier on thirty (30) days prior written notice to the other. Expiration or termination by any means shall not relieve XXX of its obligations under paragraphs 1, 2, 3, 4 and 6 of this Section B.

8. **Assignment.** This Agreement may not be assigned by XXX without the prior written consent of SKI.

9. **Governing Law.** The validity and interpretation of this Agreement and the legal relations of the parties to it shall be governed by the laws of the State of New York.

10. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties and cannot be changed or amended except by written agreement executed by the parties.

To show their agreement, SKI and XXX have executed this Agreement by having their authorized officers sign duplicate original counterparts below.

XXX, Inc.

SLOAN-KETTERING INSTITUTE FOR CANCER
RESEARCH

By: _____
Name:
Title:

By: _____
Andrew D. Maslow
Director,
Office of Industrial Affairs

Date: _____, 2008

Date: _____, 2008