SPONSOR CONFIDENTIAL INFORMATION

The free publication and dissemination of research results and information is an essential and long-standing policy of the University of Pennsylvania (the "University"). Because of the negative impact confidentiality obligations have on the free communication of research results, the University does not undertake to keep proprietary information provided by a commercial sponsor confidential. Under certain circumstances, however, the University permits its investigators to accept confidential information of a clinical trial sponsor under the terms and conditions of the agreement between the sponsor and investigator stated below.

Agreement between Sponsor and Principal Investigator
Concerning Sponsor Confidential Information

In connection with a clinical trial sponsored by [Insert name of clinical trial sponsor] ("Sponsor") titled [Insert title of the study] ("Study"), Sponsor desires to provide [Insert name of Principal Investigator] ("Investigator") with certain information pertaining to the compound [insert name of compound] ("Study Drug") which Sponsor considers confidential.

1. For purposes of this Agreement, "Confidential Information" means only confidential information of Sponsor related to the Study Drug or to the Study which is disclosed to the Investigator by Sponsor in writing and conspicuously marked as confidential and proprietary at the time of disclosure, or, if disclosed visually or orally, is stated to be confidential and proprietary at the time of disclosure and confirmed by a written summary describing the information in reasonable detail delivered by Sponsor to Investigator within seven (7) days after disclosure. Notwithstanding anything to the contrary contained in this Agreement or the markings on any document disclosed by Sponsor, Confidential Information does not include information that:

   (a) is necessary to include in any publication of the results of the Study or that is necessary for other scholars to verify those results;

   (b) is in the public domain at the time Sponsor discloses it to Investigator or that thereafter enters the public domain through no fault of Investigator;

   (c) was known to Investigator or to the University before the date Sponsor discloses it to Investigator, or that becomes known to Investigator or the University through a third party having an apparent bona fide right to disclose the information;

   (d) is independently developed by University personnel;

   (e) is disclosed by Investigator or the University in accordance with the terms of Sponsor's written approval;

   (f) is required to be disclosed for compliance with any Federal, state or local law or regulation, or required to be disclosed by a court of law or governmental authority.

2. The Investigator retains the right to refuse to accept any Confidential Information that
the Investigator does not consider to be essential to the performance of the Study.

3. For a period of three (3) years after Investigator's acceptance of Confidential Information, Investigator agrees to use efforts no less than those Investigator employs with respect to Investigator's own confidential information:

   (a) to limit disclosure of the Confidential Information to those persons with a need to know it in order to carry out the Study and who have been informed of the confidential nature of the information; and

   (b) not to disclose the Confidential Information to third parties without Sponsor's consent to such disclosure.

4. This Agreement sets forth the entire understanding of Sponsor and Investigator with respect to the subject matter hereof, supersedes any prior agreement between Sponsor and Investigator, and there are no other understandings or agreements, written or oral, between them relating to such subject matter. The Agreement may not be changed or supplemented in any way except by a written agreement duly executed by both Sponsor and Investigator. This Agreement shall be governed by, enforced and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its principles of conflict of laws.

SPONSOR

______________________
Date:___________________

INVESTIGATOR

______________________
Date:___________________