NON-DISCLOSURE AGREEMENT

This Agreement is between the Division of Cancer Treatment and Diagnosis, National Cancer Institute (“NCI”) and the member-participant (named on page 3 of this Agreement) of the NCI MATCH or Pediatric MATCH clinical trial, Steering Committee or Working Group (“PARTICIPANT”), for the purpose of setting out the conditions under which the Participant will receive Confidential Information.

WHEREAS, the NCI and PARTICIPANT wish to exchange and protect Confidential Information for the Purpose; and

WHEREAS, the NCI and PARTICIPANT may be referred to individually or collectively as “Party” or “Parties”;

Now therefore, the Parties agree as follows:

I. Definitions

“Confidential Information” means all information of any form, including discussions and telephone conference calls, that is exchanged between the parties, other participants and the PARTICIPANT for the Purpose. Confidential Information may include information provided by potential collaborators that may be disclosed by the NCI relating to potential agents.

“NCI MATCH or NCI Pediatric MATCH Working Group(s)” means a committee comprised of PARTICIPANT and NCI staff, with *ad hoc* subject matter experts as needed, that provides broad scientific input to the Division of Cancer Treatment and Diagnosis, National Cancer Institute to support the conduct of the NCI MATCH and Pediatric MATCH clinical trials, including in the determination of agents and gene variation selection.

“Purpose” means for the purpose of discussions between the NCI and PARTICIPANT, and other participants in the NCI MATCH or NCI Pediatric MATCH Working Group(s), in order to support the development and conduct of the NCI MATCH and Pediatric MATCH trials.

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II. Terms

1. The NCI and PARTICIPANT will exchange Confidential Information with each other and with the NCI MATCH or NCI Pediatric MATCH Working Group(s) and *ad hoc* subject matter experts solely for the Purpose.
2. NCI represents that all participants of the NCI MATCH or NCI Pediatric MATCH Working Group(s) are under confidentiality obligations consistent with this Agreement.
3. A Party that receives Confidential Information from the other Party or another NCI MATCH or NCI Pediatric MATCH Working Group(s) member for the Purpose under this Agreement will, to the extent allowable under applicable law, treat such information as confidential and will not disclose such Confidential Information to any third party without the express written permission of the owner of the Confidential Information for a period of five (5) years following the date of expiration or earlier termination of this Agreement.
4. The obligations of this Agreement shall not extend to any part of the Confidential Information which is in the public domain or publicly known or becomes so through no fault of a receiving Party, or which is already known to a receiving Party or was independently developed without reference to or reliance upon the Confidential Information by the receiving Party as demonstrated by competent documentary evidence.
5. In the event that a receiving Party or anyone to whom the receiving Party transmits Confidential Information pursuant to this Agreement becomes legally required to disclose Confidential Information, the receiving Party shall provide the disclosing Party with prompt notice of the requirement.
6. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to either Party of any license or other rights under any patent, patent application, or other intellectual property right or interest belonging to the other Party, the other participants, or to a Collaborator.
7. The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.
8. This Agreement constitutes the entire understanding between Parties regarding the confidential treatment of Confidential Information exchanged for the Purpose. This Agreement may not be modified except by written agreement between the Parties.
9. The term of this Agreement is two (2) years from the date of the last signature to this Agreement. Section 3 shall survive the termination for the period provided therein. The Agreement may be terminated at any time by either Party, with thirty (30) days written notice. The term may be extended and the provisions of this Agreement may be modified only by written amendment signed by the duly authorized signatory for each Party.
10. This Agreement will be executed by the PARTICIPANT and NCI when both Parties have added their authorizing signatures to the Agreement.

**Signatures begin on the next page**

III. **Signatures**

FOR PARTICIPANT:

Signature

Date

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

Title:

Address:

FOR NATIONAL CANCER INSTITUTE:

Jason Cristofaro, J.D., Ph.D. Date

CTEP Alternate Technology Development

Coordinator

Address correspondence related to this Agreement to:

Jianqiao Zhang, Ph.D.

Regulatory Affairs Branch

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