**MUTUAL CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

This **MUTUAL CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT** is effective **[Date]** by and between **Global BioClinical,** a Washington corporation having a principal place of business at 93 S. Jackson St., Seattle, WA, 98104 (“Global BioClinical”) and **[Company]** a having a principal place of business at **[Address]** (“Company”). Global BioClinical and COMPANY shall be referred to herein as a “Party” individually and as “Parties” collectively.

Now, therefore, in consideration of the mutual benefits to be derived from this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. “**Confidential Information**” refers to any and all information or material that is commercially valuable to the Disclosing Party and not generally known or readily ascertainable to the public or the industry in which the Disclosing Party operates. This includes, without limitation, (a) technical information concerning the Disclosing Party’s products and services, including product know-how, formulas, designs, devices, diagrams, software, test results, software code, processes, inventions, research projects, product development initiatives, technical memoranda and correspondence; (b) information concerning the Disclosing Party’s business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists, supplier lists, customer information, purchasing techniques, supplier or collaborator lists and identities, supplier or collaborator information and advertising strategies; (c) information concerning the Disclosing Party’s employees; (d) information submitted by the Disclosing Party’s customers, suppliers, collaborators, employees, consultants or partners with the Disclosing Party for study, evaluation or use; and (e) any other information not generally known to the public that, if misused or disclosed, could reasonably be expected to adversely affect the Disclosing Party’s business.
2. **Exclusions from Confidential Information.** Confidential Information shall exclude the following: (a) information that entered the public domain concurrently or subsequently to the disclosure of the information to the Receiving Party other than by a breach of this Agreement; (b) information obtained from a third party or parties having no obligation of confidentiality under this Agreement to the Disclosing Party or its representatives or affiliates; or (c) information that was known to the Receiving Party or its representatives or affiliates at the time of the disclosure as evidenced by prior written records maintained in the ordinary course of business.
3. **Duty of Non Disclosure**. Confidential Information shall be treated by the Receiving Party as the strictly confidential and proprietary information of the Disclosing Party that shall not be disclosed by the Receiving Party to any other individual or entity. Notwithstanding the foregoing, Company may disclose Confidential Information to its affiliates solely for the purposes set forth in this Agreement. The Receiving Party shall not, without prior written approval from the Disclosing Party, use Confidential Information for the Receiving Party’s own benefit. Moreover, the Receiving Party shall not, without prior written approval from the Disclosing Party, publish, otherwise disclose to others, permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.
4. **Purpose**. No Confidential Information may be disclosed for a purpose other than for enabling the Parties to develop their relationship with regard to services associated with the transfer and use of human biological materials and clinical data for biomedical research. The Parties shall refrain from using Confidential Information in any manner inconsistent with this Agreement, or in any manner detrimental to the rights of the Disclosing Party.
5. **No License or Ownership**. In no event shall the Receiving Party be deemed, by virtue of this Agreement or by any disclosure from or discussion with the Disclosing Party, to have acquired any right or interest in or to such Confidential Information. This Agreement shall not grant any license or intellectual property rights in and to the Confidential Information.
6. **Safeguarding Confidential Information**. The Parties shall restrict dissemination of the Disclosing Party’s Confidential Information to those individuals who must be directly involved in evaluating or using the Confidential Information to fulfill the Purpose. The Parties shall use no less than reasonable care in safeguarding the Disclosing Party’s Confidential Information against inappropriate disclosure. Reasonable care may include, without limitation, use of passwords and electronic privacy protection measures.
7. **Method of Disclosure**. Confidential Information must be designated in writing as “Confidential” at the time of disclosure in order to be eligible for protection under this Agreement. Neither Party makes any warranties regarding the accuracy or completeness of the Confidential Information.
8. **Termination of Obligations**. This Agreement shall terminate 2 years from last date of signature below. The Parties shall hold all Confidential Information in confidence in accordance with this Agreement until it no longer qualifies as Confidential Information or until the Receiving Party receives written notice from the Disclosing Party releasing the Receiving Party from all obligations under this Agreement, whichever occurs first.
9. **Assignment**. This Agreement shall inure to the benefit of, and be binding on Global BioClinical, Company, and their respective successors and assigns. The Receiving Party may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Disclosing Party. Such consent shall not be unreasonably withheld.
10. **Independent Contractors**. Nothing in this Agreement shall be deemed to constitute either Party a partner, joint venturer, employee or agent of the other Party for any purpose.

The Parties have duly executed this Agreement as of the date first written above.

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BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_