

Collaboration Pathways Confidentiality Framework

1. Background

- 1.1 This confidentiality framework (the “**Confidentiality Framework**”) applies to:
- 1.1.1 any NCRI CSG-affiliated researcher or any other researcher based in the United Kingdom (a “**UK Researcher**”) wishing to collaborate with the EORTC in respect of a research project initially conceived by such UK Researcher (a “**UK Project**”);
 - 1.1.2 any EORTC-affiliated researchers (each, an “**EORTC Researcher**”) who may be involved with reviewing and/or evaluating a UK Project following an approach by a UK Researcher;
 - 1.1.3 any EORTC Researcher wishing to collaborate with the NCRI CSG in respect of a research project initially conceived by such EORTC Researcher (an “**EORTC Project**”); and
 - 1.1.4 any UK Researcher who may be involved with reviewing and/or evaluating an EORTC Project following an approach by an EORTC Researcher,
- (each of 1.1.1 to 1.1.4 above being a “**Collaboration Event**”).
- 1.2 If you are a UK Researcher wishing to collaborate with the EORTC, or an EORTC Researcher wishing to collaborate with the NCRI CSG, thank you for your interest in collaboration. By submitting an expression of interest for collaboration proposal to the UK EORTC Liaison Officer, you agree to be bound by this Confidentiality Framework.
- 1.3 If you are a UK Researcher who has agreed to be involved with reviewing and/or evaluating a EORTC Project, or a EORTC Researcher who has agreed to be involved with reviewing and/or evaluating a UK Project, thank you for agreeing to facilitate such collaboration. By agreeing to review and/or evaluate a UK Project or EORTC Project (as relevant) following a request from the UK EORTC Liaison Officer, you agree to be bound by this Confidentiality Framework.
- 1.4 This Confidentiality Framework is intended to govern the initial handover of information in connection with a Collaboration Event. If the Contributors (as defined below) subsequently elect to collaborate in respect of the development and conduct of a Project (as defined below), it is envisaged that the relevant Contributors will document their intended collaboration by entering into an appropriate clinical trial agreement (“**Clinical Trial Agreement**”) to govern the operation of the Project going forward, including (without limitation) the ongoing exchange of information in connection with the Project and the use of the results of the Project.

2. Interpretation

In this Confidentiality Framework, the following words and expressions shall have the following meanings:

“**Confidential Information**” means any information, in tangible or non-tangible form (including oral disclosure), including but not limited to designs, concepts and ideas concerning clinical trial design conceived as part of Project (whether or not marked as confidential) which is obtained by a UK Researcher or EORTC Researcher in connection with a Collaboration Event or otherwise in respect of a Project;

“**Contributors**” means all UK Researchers and EORTC Researchers contributing towards a particular Purpose following a Collaboration Event;

“**Disclosing Party**” means any UK Researcher or EORTC Researcher who discloses Confidential Information;

“**Project**” means the UK Project or EORTC Project that is the subject of a Collaboration Event;

“Receiving Party” means any UK Researcher or EORTC Researcher to whom Confidential Information is disclosed; and

“Purpose” means the review and/or evaluation of the Project to which the Confidential Information in question relates (and includes any decision as to whether to be involved with any subsequent collaboration in respect of the development and performance of the Project).

3. Grant of rights

- 3.1 The Receiving Party acknowledges and agrees that Confidential Information and any medium on which it is supplied and all intellectual property rights in the Confidential Information shall remain the property of the Disclosing Party.
- 3.2 Unless and until any of the Contributors enter into a Clinical Trial Agreement in respect of a Project, the Disclosing Party hereby grants to the Receiving Party the right to use and disclose the Confidential Information in accordance with paragraph 4 only.

4. Confidentiality

- 4.1 The Receiving Party shall:
 - 4.1.1 not disclose any Confidential Information to any person except to such extent as is necessary for the Purpose (and provided that any person to whom the Receiving Party discloses Confidential Information is bound by obligations of confidentiality and non-use no less restrictive than those set out in this Confidentiality Framework);
 - 4.1.2 protect Confidential Information with a degree of care which is no less than it uses to protect its own confidential information; and
 - 4.1.3 not use any Confidential Information for any purpose other than the Purpose.
- 4.2 The undertakings given in paragraph 4.1 shall not apply to Confidential Information which:
 - 4.2.1 the Receiving Party can demonstrate by reference to written records was known to it before being obtained in connection with a Collaboration Event without any obligation to keep it confidential;
 - 4.2.2 is, at the time of being obtained in connection with a Collaboration Event, or at any time thereafter and through no fault of the Receiving Party becomes, public knowledge;
 - 4.2.3 is, at any time after being obtained in connection with a Collaboration Event, lawfully obtained by the Receiving Party from any third party without any obligation by the Receiving Party to maintain such information in confidence;
 - 4.2.4 the Receiving Party can demonstrate by reference to written records is independently developed by it without reference to any Confidential Information; or
 - 4.2.5 is required to be disclosed by a competent court or regulatory authority or otherwise by applicable law, provided that in so far as the Receiving Party is able to do so, the Receiving Party shall give notice to the Disclosing Party of such disclosure as soon as reasonably practicable.

5. General

- 5.1 The Contributors shall remain bound by this Confidentiality Framework in relation to a Collaboration Event for a period of 10 years from the completion or conclusion of the Purpose.