

# Clinical Trial Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (   Agreement   ) is made and entered into as of  
Date:

Disclosing Party:

Receiving Party:

The parties agree as follows:

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean any information or material disclosed by the Disclosing Party to the Receiving Party, directly or indirectly, in any form, including but not limited to written, oral, or electronic, relating to the clinical trial, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information.

## 2. Obligations of Receiving Party

- To use the Confidential Information solely for the purpose of evaluating or participating in the clinical trial.
- To restrict disclosure of the Confidential Information to its employees, agents, or third parties as necessary and only for the stated purpose and who are bound by confidentiality obligations.
- Not to disclose, publish, or otherwise make available any Confidential Information to any other party.

## 3. Exclusions

Confidential Information does not include information which:

- (a) is or becomes public knowledge through no fault of the Receiving Party;
- (b) is in the possession of the Receiving Party without restriction prior to receipt from the Disclosing Party;
- (c) is rightfully received from a third party without a duty of confidentiality;
- (d) is independently developed by employees of the Receiving Party.

## 4. Term

This Agreement and the Receiving Party   s duty to hold the Confidential Information in confidence shall remain in effect for a period of  years from the date of disclosure.

## 5. Return of Materials

Upon request, the Receiving Party will return or destroy all documents and other materials containing or representing Confidential Information.

## 6. No License

Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, copyright, or other intellectual property right of the Disclosing Party.

## 7. Governing Law

This Agreement shall be governed by the laws of  without regard to its conflict of law principles.

## 8. Signatures

### Disclosing Party

Name:

Title:

Organization:

Signature:

Date:

### Receiving Party

Name:

Title:

Organization:

Signature:

Date: