

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made this _____ day of _____ (month), _____ (year) ("Effective Date") by _____ (PRINT NAME) (hereinafter "IRB MEMBER") and the University of Kentucky (hereinafter "UK").

WITNESSETH:

WHEREAS, IRB MEMBER will attend meetings of UK's Institutional Review Board ("IRB") and have access to UK's electronic IRB submission system ("E-IRB"); and

WHEREAS, IRB MEMBER will be exposed to certain confidential and possibly proprietary information during the meetings and within the E-IRB (hereinafter the "Confidential Information"); and

WHEREAS, IRB MEMBER is allowed to participate in the meetings and have access to the E-IRB so long as IRB MEMBER agrees to maintain the Confidential Information in confidence.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, IRB MEMBER agrees as follows:

1. IRB MEMBER shall maintain the confidentiality of **all** Confidential Information received or discussed at the meetings or viewed in the E-IRB. This obligation of confidentiality extends to all Confidential Information in whatever form disclosed, including without limitation, oral and written disclosures, and it includes the identities of participants, researchers, sponsors, and any information of any other type or nature revealed at the meetings or in the E-IRB.

2. IRB MEMBER shall maintain the Confidential Information as secret and confidential and, with the sole exception of discussions with other IRB MEMBERS as a part of the review process, ORI staff, IRB ad hoc consultants as needed, legal counsel and any institutional official with legitimate job duties, and IRB MEMBER shall not discuss it with or disclose it to third parties for any reason without prior written permission from UK. All publications and writings of any nature relating to IRB review

materials, including publications and writings prepared for class, are subject to this nondisclosure requirement, and must be submitted to UK for its review and approval.

3. IRB MEMBER agrees to only access and review Confidential Information within the E-IRB which is related to the matters and duties assigned to the IRB Member.

4. The restrictions and obligations upon IRB MEMBER under this Agreement concerning confidentiality shall begin on the date on which the Confidential Information is first received by IRB MEMBER and shall not apply to any portion of the Confidential Information which:

- a. is known to IRB MEMBER prior to receipt thereof under this Agreement, as evidenced by competent proof;
- b. is disclosed to IRB MEMBER in good faith by a third party who is in lawful possession of the Confidential Information and who has the right to make such a disclosure; or
- c. is or shall have become part of the public domain, by publication or otherwise through no fault of IRB MEMBER;
- d. is independently developed by or for IRB MEMBER by persons who did not have access to the Confidential Information; or
- e. IRB MEMBER is required by law to disclose, provided that IRB MEMBER gives UK reasonable notice of its intent to disclose such Confidential Information.

5. This Agreement shall begin on the Effective Date and does not expire.

IN WITNESS WHEREOF, IRB MEMBER has duly executed this Agreement as of the Effective Date.

IRB MEMBER

_____ (SIGNATURE)

_____ (PRINT NAME)