CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made this _______ day of _________ (month), _____ (year) by ______________________ (PRINT NAME) (hereinafter “IRB MEMBER”) and the University of Kentucky (hereinafter “UK”).

W I T N E S S E T H:

WHEREAS, IRB MEMBER will attend meetings of UK’s Institutional Review Board (IRB) and

WHEREAS, IRB MEMBER will be exposed to certain confidential and possibly proprietary information during the meetings (hereinafter the “Confidential Information”); and

WHEREAS, IRB MEMBER is allowed to participate in the meetings 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 receive all Confidential Information received or discussed at the meetings as confidential information. This obligation of confidentiality extends to all information in whatever form, in whatever form disclosed, including without limitation, oral and written disclosures, identities of participants, researchers, sponsors, and any information of any other type or nature revealed at the meetings.

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

4. This Agreement shall begin on _______ and does not expire.

   IN WITNESS WHEREOF, IRB MEMBER has duly executed this Agreement on the date first above written.

IRB MEMBER

________________________________________  (SIGNATURE)

________________________________________  (PRINT NAME)