

CONFIDENTIAL NON-DISCLOSURE AGREEMENT

Rhode Island Hospital, a Lifespan partner, of 593 Eddy Street, Providence, Rhode Island, 02903 (hereinafter referred to as "RIH"), has certain proprietary Information that it may disclose to enable you to evaluate the:

It may become necessary to disclose to you proprietary Information belonging to RIH, including without limitation, plans, specifications, processes, systems, methods, customers' or suppliers' names and other confidential Information.

Recipient accepts disclosure of the Information on the basis of the following conditions:

1. Recipient shall: treat all of the Information received from RIH as confidential and not use any of such Information in any way other than for the specific purposes aforesaid for and on behalf of RIH; nor disclose any of such Information to third parties or to parent, subsidiary or related companies; limit access to such Information to those of its employees and subcontractors reasonably requiring same for the specific purposes aforesaid; and, require employees and subcontractors given access to such Information to sign a written binder of secrecy and non-use comparable in scope and duration to that herein set forth.
2. The foregoing agreement shall not apply to (a) Information that was known to you prior to its receipt, directly or indirectly, from RIH, (b) Information that is now or hereafter becomes, through no act or failure to act on your part, generally known on a non-confidential basis to the industry, or (c) Information hereafter furnished to you by a third party as a matter of right and without restriction on disclosure.
3. Even though Recipient may be free to disclose or use certain Information, Recipient shall not reveal to any third party that such Information was received from RIH.
4. The obligations set forth in Paragraph 1 through 3 shall terminate six (6) years from the date on which this Agreement is executed by Recipient or six (6) years from the latest date on which Recipient receives Information from RIH hereunder, whichever is the later of such dates.
5. Recipient shall obtain no right of any kind in the Information by reason of this Agreement. All Information remains the property of RIH.
6. RIH warrants that it has the right to make disclosure of the Information to Recipient.

FOR RHODE ISLAND HOSPITAL

FOR

 Peggy McGill
 Lifespan Director
 Office of Research Administration

Date

Date