

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as of _____ (the “Effective Date”), by and between **The General Hospital Corporation, a not-for-profit Massachusetts corporation, d/b/a Massachusetts General Hospital, located at 55 Fruit Street, Boston, Massachusetts 02114** (“Hospital”), and _____, a _____ corporation with its principal place of business located at _____ (“Company”).

Company controls certain information relating to _____. The parties wish to evaluate whether they desire to enter into a business relationship with each other in connection with **Healey Center ALS Platform Trial** (the “Purpose”). To facilitate such evaluation, the parties wish to engage in discussions that are expected to involve Company disclosing to Hospital certain information that Company considers proprietary and confidential. In order to further these discussions, and for good and valuable consideration the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Definition of Confidential Information. “Confidential Information” shall mean any information, including but not limited to data, techniques, protocols or results, or business, financial, commercial or technical information, disclosed by Company to Hospital which is reasonably necessary for the Purpose, and which (i) if disclosed in tangible form, is marked as “Confidential” at the time it is disclosed, or (ii) if disclosed in non-tangible form (including without limitation orally or visually), is identified as confidential at the time of disclosure and is summarized by Company with specificity in a writing marked “Confidential” and given to Hospital within thirty (30) days after such disclosure.

2. Exclusions. “Confidential Information” under this Agreement shall not include any information that (i) is or becomes publicly available through no wrongful act of Hospital; (ii) was known by Hospital prior to the date of disclosure, as can be evidenced by written records; (iii) is received by Hospital on a nonconfidential basis from a source other than Company, provided such source has a right to make such disclosure to Hospital; or (iv) is independently developed by Hospital without use of the Confidential Information, as can be evidenced by written records. The obligations of confidentiality and non-use set forth in this Agreement shall not apply with respect to any information that Hospital is required to disclose or produce pursuant to applicable law, court order or other valid legal process provided that Hospital uses reasonable efforts to notify Company prior to such required disclosure, and uses reasonable efforts to cooperate with Company’s efforts to contest or limit the scope of such disclosure.

3. Permitted Purpose. Hospital agrees that it will use Company’s Confidential Information solely for the Purpose, except as may be otherwise specified in a separate definitive written agreement negotiated and executed between the parties.

4. Restrictions. Hospital agrees that for a period of three (3) years after receipt of Company’s Confidential Information, (i) it will not use such Confidential Information for any purpose other than as specified herein; and (ii) it will use reasonable efforts (but in any event no

less than the efforts it uses to protect its own proprietary information) not to disclose such Confidential Information to any other person or entity except as expressly permitted hereunder. Hospital may, however, disclose Confidential Information to its and its affiliates' employees, staff and agents on a need-to-know basis ("Receiving Individuals") provided they are informed of the confidential nature of such information and the obligations under this Agreement. Hospital shall be responsible for compliance by Receiving Individuals with the terms of this Agreement. Each party further agrees not to use the name of the other party or any of its affiliates or any of their respective trustees, directors, officers, staff members, employees, students or agents in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the party or individual whose name is to be used, in the case of Hospital such approval to be given by the Public Affairs Department. This Section 4 shall survive any termination or expiration of this Agreement.

5. No Obligations. This Agreement shall not create any obligation for either party to enter into any agreement or relationship with the other. Either party may end discussions on a possible relationship at any time for any or no reason. Each party reserves the right to disclose its own confidential information to any third party at any time.

6. Ownership. All of Company's Confidential Information disclosed pursuant to this Agreement shall be and remain the property of Company. Upon termination of this Agreement, at Company's request Hospital shall destroy (or return if so requested by Company) all of Company's Confidential Information received in tangible form, provided that Hospital shall be entitled to keep a copy of such Confidential Information for archival legal purposes.

7. No License. Nothing in this Agreement shall be construed as granting or conferring, expressly or impliedly, any rights by license or otherwise, under any patent, copyright, or other intellectual property rights relating to the Confidential Information.

8. Term and Termination. The term of this Agreement shall be for a period of _____ [months] [years] from the Effective Date, provided, however, that either party may terminate this Agreement upon ten (10) business days prior written notice to the other party.

9. Remedies. Hospital acknowledges that any use or disclosure of Company's Confidential Information which is inconsistent with the terms of this Agreement may cause irreparable injury to Company and agrees that Company may be entitled to seek injunctive relief with respect to such use and/or disclosure, in addition to seeking any other remedy available at law or in equity.

10. General. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supercedes any prior oral or written understandings between the parties with respect thereto. Sections 1, 2, 4, 6, 7, 9 and 10 shall survive any expiration or termination hereunder. This Agreement may be modified or amended only in a writing signed by duly authorized representatives of both parties hereto. If any provisions of this Agreement are found to be invalid or unenforceable by a court of competent jurisdiction, the parties intend that such invalidity shall not affect any other provision hereof. Any waiver or failure of either party to assert a right hereunder shall not constitute a waiver or excuse a similar failure in any other

circumstance. This Agreement shall be governed by and interpreted in accordance with the laws of The Commonwealth of Massachusetts and each party consents to the exclusive jurisdiction and venue of courts in Boston, Massachusetts in all disputes relating to this Agreement. Headings in this Agreement are for convenience only and are not intended to be used to interpret or construe this Agreement. This Agreement may be executed in counterparts and delivered by facsimile with the same effect as an original. Each of the undersigned represents that he/she is duly authorized to execute this Agreement.

THE GENERAL HOSPITAL CORPORATION

COMPANY

By: _____
Title _____
Date: _____

By: _____
Title: _____
Date: _____