**Confidentiality Undertaking for a Clinical Trial**

This confidentiality agreement (“Agreement”) effective as of [date] (“Effective date”), is made by and between SPONSOR/CRO with a principal place of business at ADDRESS (“Discloser”), and INSTITUTION with a principal place of business at ADDRESS, represented by NAME (“Recipient”).

The Discloser is seeking investigators to participate in a clinical study and, for this purpose, is willing to provide the Recipient with certain proprietary Information (“Information”) to assist the Recipient in evaluating and determining its interest in conducting this clinical study. This Agreement shall govern the conditions of disclosure of Information relating to the following:

1. The protocol entitled: INSERT (“Protocol”)
2. Any additional Information regarding or relating to the clinical study involving the above Protocol, including but not limited to, any business or scientific plans with regard to same. For purposes of this Agreement “Information” shall include, but is not limited to, all notes, papers, diagrams, documents, reports, memoranda and all data or information, designated as confidential, provided to the Recipient in writing.

With regard to the aforementioned Information, the Recipient agrees to treat such Information provided by or on behalf of Discloser as confidential. The Recipient undertakes and agrees as follows: (a) to hold the Information in confidence and not disclose or permit it to be made available to any third party, without the Discloser ’s prior written consent, (b) to ensure that each employee who has a need to know is fully aware in advance of the Recipient’s obligations under this Agreement and that each such person complies with the terms of this Agreement and (c) upon request of Discloser, to promptly return all information furnished by Discloser, together with all copies thereof in the Recipient’s possession. Recipient shall be entitled to retain one copy of Information in Recipients files only for the purpose of documentation.

However, the foregoing shall not apply to any of the information which the Recipient can show: (a) is already lawfully known to the Recipient at the date it was disclosed to it by the Discloser and is or later becomes free of restriction on the disclosure or use in question, or (b) is or becomes generally known to the public, except by reason of any breach by the Recipient of its obligations hereunder, or (c) is disclosed to the Recipient, free of restriction on the disclosure or use in question, by a third party who was entitled to make such unrestricted disclosure, or (d) was independently developed by the Recipient, or (e) is disclosed, retained or maintained by law or to any regulatory or government authority.

This Agreement shall cover Information which is disclosed in a period of one (1) year after the Effective date and the Agreement shall be in force for a period of two (2) years after the Effective date or until the Parties enters into a clinical trial agreement regarding the Protocol, whichever occurs first.

This Agreement shall be governed by and shall be construed in accordance with the laws of Denmark without regard to any conflicts of law’s provisions, to the extent that such provisions would result in the application of another country’s law. The Parties consent to the competent courts of Denmark for the resolution of all disputes or controversies between the Parties hereto that the Parties are unable to settle amicably.

This Agreement may be signed in two or more counterparts, each of which is to be considered an original.

**Signatures**

For Recipient: For Discloser:

Date: Date:

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