

## RESEARCH ADVISORY COUNCIL

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### CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

This agreement is made as of the \_\_\_\_\_ th day of \_\_\_\_\_ 2000, by and between \_\_\_\_\_ with the address at \_\_\_\_\_ (hereinafter “The receiving party”), and King Faisal Specialist Hospital & Research Centre (“KFSH&RC”), with the address of P O Box 3354, MBC 03, Riyadh 11211, Kingdom of Saudi Arabia (hereinafter “The disclosing Party”).

Whereas, KFSH&RC is in possession of certain information, technical knowledge, experience, and data related to methods and applications for the discovery and expression analysis \_\_\_\_\_ (“Information”) and \_\_\_\_\_ received “Information” for the purpose of consultation and possible future research collaboration as related to the knowledge and experience of \_\_\_\_\_ .

Whereas, the parties recognise that in order to accomplish the purpose of consultation, it may be necessary to appropriate for the disclosing party to provide to the receiving party, information which is considered by the disclosing party to constitute confidential or proprietary information.

Now, therefore, in consideration of the premises referenced herein and to induce the disclosure of confidential information, the parties agree as follows:

- 1 The receiving party shall maintain for a period of seven (7) years from the effective date of the Agreement, the confidentiality or information orally or visually disclosed to it or otherwise learned by it during, or as a result of consultation, hereinafter “Confidential Information,” provided such information is summarised in writing and clearly marked confidential when disclosed, or is do designated in writing within forty-five 45 days of such disclosure. The receiving party shall use the same level of care to prevent the use or disclosure of the “Confidential Information” as it exercised in protecting its own information of similar nature.
- 2 Confidential Information shall be used by the receiving party solely for the purposes of facilitating and conducting the consultation or possible future research collaboration in computational biology and genomics aspects of the technology described under “Information” as referenced above. The receiving party shall not perform any analysis, method or application based on Confidential Information disclosed.
- 3 Confidential Information disclosed by one party to the other shall remain the property of the disclosing party, and shall be returned upon written request. The receiving party may, however, retain one copy of the Confidential Information for record purposes.
- 4 The disclosure of Confidential Information by one party to the other shall not constitute a grant by the disclosing party to the receiving party of any species of right, title, interest, or property in or to Confidential Information. No license or other right under any US or foreign patent, copyright, or know-how is granted or implied by this Agreement.

- 5 The receiving party shall use reasonable efforts to disclose Confidential Information received by it only to those of its employees who must be so informed to enable that party to accomplish the purposes stated herein and who have been provided a copy of this fully-executed Agreement and are bound by the obligations of confidentiality hereunder.
- 6 The disclosing party and the receiving party shall constitute all their assistants, directors, officers, or employees in the party.
- 7 The receiving party's obligations of confidentiality hereunder shall not apply to the following:
  - a) information which is now or hereafter becomes a part of the public domain;
  - b) information known to the receiving party before disclosure to it by the disclosing party hereunder as evidenced by its records;
  - c) information given to the receiving party by a third party having a right to disclose the same; or
  - d) information which the receiving party is compelled to disclose by judicial or administrative process, or by other mandatory requirements of law.
- 8 No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly-authorized officers or representatives.
- 9 Neither party shall have the right to assign or otherwise transfer any right or interest herein to any other person, firm, corporation or association without the prior written consent of the other party.
- 10 This Agreement shall be governed by and construed in accordance with the Saudi Arabian or United States laws.

AGREED & ACCEPTED

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Sultan T Al Sedairy, PhD  
 Title: Chairman, Research Advisory Council,  
 KFSH&RC  
 Date: \_\_\_\_\_