**Confidentiality Agreement for VALIDATE Network Membership**

The Chancellor, Masters and Scholars of the University of Oxford (“Oxford”) is the Coordinator for the VALIDATE Network funded by the Medical Research Council (the “Project”), and welcomes you as a member of the Project. Participation as a member of the Project may involve you having access to, receiving, and/or participating in Project discussions/presentations concerning information produced and/or acquired by other VALIDATE Network members, either as part of the Project (“Results”) or outside the Project (“Background”). As information provided may be unpublished or of a confidential nature, and taking into account that the VALIDATE Network members may have pre-existing obligations with respect to the confidentiality of such Results and Background, you will be required to keep confidential, as set out below, any Results or Background that may be disclosed to you as a member of the Project until it is publically disseminated by the original researchers. In this agreement, any information disclosed to you relating to the Project, including Results and/or Background shall be collectively referred to as “Confidential Information”.

By signing below, you agree to the following:

(a) to take all reasonable steps to ensure that all Confidential Information disclosed to you as a member of the Project remains confidential during the Project and for a period of six (6) years after the end date of the Project;

(b) not to become involved in any commercial, manufacturing, scientific, literary or any other exploitation of the Confidential Information, whether alone or in conjunction with another party (by licence or otherwise), or use Confidential Information otherwise than for undertaking your duties as a member of the Project without the written consent of the party to provided such information;

(c) not to disclose the Confidential Information either directly or indirectly to any third party without the written consent of the party that disclosed such information.

However, the above obligations of confidentiality and non-use shall not apply in the following circumstances:-

(i) when any such Confidential Information is public knowledge through previous publication, or when following disclosure to you as a member of the Project, becomes general or public knowledge either through no fault of yourself or following further written agreement between you and the party who provided the information which allows for such disclosure;

(ii) when any such Confidential Information can be shown by yourself to have been in your possession prior to disclosure under this agreement, except when such Confidential Information was supplied by any staff, students or agents of the Discloser;

(iii) when any such Confidential Information is received by yourself from a third party that you reasonably believe has no similar obligation of confidentiality to the party who provided such information;

(iv) when you can reasonably demonstrate that any such information has been previously developed by yourself without reference to, or without prior benefit of, the Confidential Information; and

(v) when you reasonably believe that you need to disclose the Confidential Information to fulfil your obligations under ICH/GCP and/or any applicable regulatory requirements.

As a VALIDATE Network Member, you agree to abide by the terms and conditions as outlined in the membership terms and conditions and any updates to these.

In consideration of the invitation to participate as a member of the VALIDATE Network, I accept the conditions set out within this agreement.

Name of VALIDATE Member \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of VALIDATE Member \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed (VALIDATE Member) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Institution Signature (if required)\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Oxford does not require Institution sign-off, but this may be a requirement at your Institute; it is your responsibility to obtain this signature if it is required.