

CONFIDENTIALITY AGREEMENT

The National Cancer Institute (NCI) 2022 Annual Center for Cancer Research (CCR) and Division of Cancer Epidemiology and Genetics (DCEG) Staff Scientists and Staff Clinicians (“CCR & DCEG SSSC Retreat”) participant (“Participant”) named below agrees not to disclose any portion of the Confidential Information presented at the CCR & DCEG SSSC Retreat held on April 29, 2022 to any third party without prior written permission from the entity disclosing the Confidential Information (“Disclosing Party”). Participants shall use reasonable care to maintain the confidentiality of Confidential Information. Participants from multiple entities will attend and each Participant is a party to this agreement. The term of the obligation of confidentiality of the Participant shall extend for a period of **five (5) years** from the date of disclosure at the CCR & DCEG SSSC Retreat, unless permission in writing to disclose at an earlier date is otherwise granted by the Disclosing Party. Confidential Information shall include, but not be limited to the 2022 CCR & DCEG SSSC Retreat and Abstract Book, unpublished data, research results, theories, drawings and figures or visual depictions of research data or results, regardless of format. The obligations above shall not extend to any part of the Confidential Information (a) that can be demonstrated to have been in the public domain or publicly known at the time of disclosure; (b) that can be demonstrated to have been in the possession of or that can be demonstrated to have been readily available to Participant from another source prior to the disclosure; (c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by Participant; (d) that can be demonstrated as independently developed by Participant without reference to or reliance upon such Confidential Information; or (e) that is required to be disclosed by law, in which case the Participant will notify the Disclosing Party of such requirement. The Participant further agrees not to use the Confidential Information or attempt to commercialize it unless and until a further agreement is made.

For the PARTICIPANT Entity: _____

Name of the Entity (Institute/Organization/Company)

By: _____
Authorized Signature

Business Mailing Address: _____

Typed or Printed Name

Date _____

Certification of Participant: I have read and understood the conditions outlined in this Agreement.

Participant Signature: _____ Date _____

Participant Name and Title (print or type): _____

**If Participant has authority to authorize this agreement, please sign as Authorized Signature and Participant.