CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FOR GUESTS ATTENDING EMORY UNIVERSITY IRB MEETINGS

**PURPOSE OF THIS AGREEMENT:** Emory University IRB members often deal with information and documents concerning research and IRB matters that contain sensitive and/or confidential information, including patient health information, proprietary information and/or trade secrets. Emory University is bound by federal regulations to protect patient health information, and it is also bound by University policy and/or contractual obligations to protect proprietary information and trade secrets. In order to document Emory’s compliance with regulations, University policies and contractual obligations that require Emory to protect the confidentiality of these documents and information, Emory asks all guests attending IRB meetings to sign and follow the terms of this Confidentiality and Non-Disclosure Agreement (the “Agreement”).

**WHAT DOCUMENTS AND INFORMATION ARE COVERED BY THIS AGREEMENT?** This Agreement covers all information, documents or other materials that contain any or all of the following types of information: (a) identifiable information about patients or research subjects; (b) proprietary or confidential information; (c) trade secrets; (d) other information for which Emory is contractually obligated or obligated by a University policy to protect confidentiality. For purposes of this Agreement, the foregoing information, documents or other materials are collectively referred to as “IRB Materials.”

IRB staff will endeavor to stamp IRB Materials as “confidential” or “proprietary and confidential” in order to assist IRB members in determining the documents to which this Agreement applies. However, even if an item is not stamped as “confidential” or “proprietary and confidential,” if it contains any of the types of information set forth above it should be treated as such and is subject to this Agreement.

Guests must not use or disclose IRB Materials for any purpose without the prior written agreement of a duly authorized Emory IRB Official.

**GUEST’S AGREEMENT REGARDING CONFIDENTIALTY AND NON-DISCLOSURE OF IRB MATERIALS**:

In order to ensure that the confidentiality of all IRB Materials is protected, the undersigned guest agrees that he/she:

1. Has carefully read and understands this Agreement and agrees to abide by the terms and conditions of this Agreement.
2. Will protect and prevent the disclosure of IRB Materials except as permitted by this Agreement.
3. Will exercise all reasonable care to protect the confidentiality of IRB Materials and refrain from using, reproducing, distributing, disclosing or otherwise disseminating the IRB Materials for purposes other than those permitted by this Agreement
4. Will notify IRB administrators immediately upon discovery of any unauthorized use or disclosure of IRB Materials or any other breach of this Agreement.
5. Cooperate with the IRB and Emory University in every reasonable way to help the IRB regain possession of any IRB Materials that were not authorized to be disclosed; to prevent any further unauthorized disclosure or use; and to take reasonable steps to mitigate any damage caused by the disclosure.
6. Acknowledge and agree that IRB Materials are the property of the IRB and that disclosure and use of the IRB Materials as permitted by this Agreement does not confer any express or implied right in or to the IRB Materials.
7. Address any question that he/she may have regarding the requirements of this Agreement or their applicability to a particular situation to the IRB Chair, the Director of the IRB or the Office of Research Compliance.

Please sign in the space below to indicate that you have read and understood this document and agree to abide by its terms and conditions.

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Signature Printed Name

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

Affiliation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_