

**University of Kentucky**  
**Institutional Biosafety Committee**  
**Confidentiality Agreement**

W I T N E S S E T H:

WHEREAS, the University of Kentucky (hereinafter "UK") is willing to allow IBC Member to participate in the meetings so long as IBC member agrees to maintain the Confidential Information (as hereinafter defined) in confidence.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, IBC Member agrees as follows:

1. IBC Member shall receive **all** Confidential Information received, discussed or relating to research protocols submitted to the IBC as confidential information and not disclose it to third parties for any reason without prior written permission from: (i) the particular sponsor of the study ("Sponsor"), if any; and (ii) the Principal Investigator (PI) or UK administrator at the level of dean or above. This obligation of confidentiality extends to all information in whatever form, including without limitation, oral and written disclosures, identities of participants, researchers, sponsors, and any information of any other type or nature revealed at the meetings, and all such information, whether disclosed at the meeting or as a result or in preparation for any meeting shall constitute "Confidential Information". The IBC Member agrees to evaluate the Confidential Information solely for use at IBC meetings and agrees not to practice any of the Confidential Information for any purpose.
2. IBC Member shall maintain the Information secret and confidential and, with the sole exception of discussions with other IBC Members as a part of the institutional review process, or UK administrators at the level of dean or above who have a need to know the information for institutional purposes shall not discuss it with or disclose it to third parties for any reason without prior written permission from UK or the PI involved in research and the Sponsor, where appropriate.
3. The restrictions and obligations upon the IBC Member under this Agreement concerning the confidentiality shall expire three (3) years from the date on which the Information is first received by the IBC Member and shall not apply to any portion of the Information which:
  - a. is known to the IBC Member prior to receipt thereof under this Agreement, as evidenced by competent proof;
  - b. is disclosed to the IBC Member in good faith by a third party who is in lawful possession of the Information and who has the right to make such a disclosure;
  - c. is or shall have become part of the public domain, by publication or otherwise through no fault of the IBC Member.
  - d. is dependently developed by or for the IBC Member by persons who did not have access to the information; or
  - e. IBC Member is required by law to disclose, provided that IBC Member gives the sponsor reasonable notice to disclose such information.

Name (Printed): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Role (Please select): \_\_\_\_\_