



## OKLAHOMA STATE UNIVERSITY

### Collaborator Confidentiality Agreement

In consideration of and as a condition of collaboration with Oklahoma State University the Undersigned agrees to the following effective the \_\_\_\_ Day of \_\_\_\_\_, 20\_\_ ("Effective Date").

For purposes of this Agreement, "Confidential Information" is defined as technical information, data, and other proprietary information disclosed to undersigned during the collaboration with the Center for Health Systems Innovation (CHSI) or that becomes known to them as a consequence of their collaboration with same. Confidential Information does not include information that: (1) is already lawfully in Data Recipient's possession at the time of receipt from the University, as evidenced by appropriate documentation; (2) is or later becomes public through no fault of Data Recipient; (3) is at any time developed by or for Data Recipient independently and without use of or reference to any of the University's Proprietary Information disclosed under this Agreement; (4) is lawfully received from a third party whom Data Recipient reasonably believes has the right to make the disclosure, as evidenced by appropriate documentation; or (5) is required by law to be disclosed.

"University" means Oklahoma State University and CHSI. The "undersigned," "I," or other personal pronouns means the individual who has signed this Agreement in the space provided below.

Under this Agreement, I agree to hold Confidential Information in trust and confidence, and will use Confidential Information only for the designated Purpose. I will not use or disclose it, or any embodiment thereof, directly or indirectly, without the express written permission of the University. I will also use a reasonable degree of care to protect it from unauthorized use or disclosure. Unless the otherwise agreed to in writing, my duty to protect Confidential Information will expire five years from disclosure. I acknowledge that my duty not to use or disclose Confidential Information herein will continue uninterrupted after I am no longer collaborating with University. I understand that this Agreement is not transferable to another party without the prior written consent of the University, and that this Agreement imposes no obligation to proceed with any business transaction.

I understand that if I violate this Agreement, I may be subject to immediate termination and/or legal action. Failure of the University to enforce any of provisions of this agreement does not constitute a waiver. I further understand that the Confidential Information is a valuable, special, and unique asset and that improper disclosure of such information would cause irreparable harm for which monetary damages may be difficult to ascertain and would be an inadequate remedy. Consequently, I agree that in addition to the other rights and remedies available to the University, the University will have the right to seek and obtain injunctive relief for any violation of the provisions of this Agreement.

I understand that if I violate this Agreement, my collaboration is subject to immediate termination.



This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma, notwithstanding any conflict of law provision to the contrary. The forum for any proceeding or suit in law or equity arising from or incident to this Agreement shall be located in the state courts in Payne County, State of Oklahoma or in the United States District Court for the Western District of Oklahoma. I hereby submit to the personal jurisdiction of such courts in connection with such proceeding or suit and waive any objection to venue in such courts and any claims that such forum is an inconvenient forum.

In the event that the University commences an action in law or equity to enforce any provision of this Agreement, the University shall be entitled to recover its costs, including reasonable attorneys' fees, reasonable costs or experts, and other costs incurred in that action or proceeding, in addition to any other relief to which the University may be entitled.

IN WITNESS WHEREOF, I have signed this Agreement as of the Effective Date, intending to be legally bound.

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(Signature)

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(Typed/Printed Name)