

**HCHS/SoL
Non-Disclosure Agreement
February 2014**

This document is executed with the intent to protect the confidentiality of unpublished scientific results that arise from the individual efforts put into The Hispanic Community Health Study / Study of Latinos (HCHS/SOL), while still enabling investigators to share the results from their undisclosed and unpublished work. Open communication is fundamental to the attainment of the aims and goals of HCHS/SoL.

Members of the HCHS/SoL project and their external collaborators agree that all discussions and exchanges occurring during working group and related meetings, along with exchanges of data, manuscripts and other written materials, will be considered proprietary and confidential without the permission of the party providing the information. This action is taken to protect certain information that is not in the public domain relating to research findings, development, research or business plans, and other technology, including materials (information) that may be disclosed among meeting participants. All unpublished research findings shared in advance of publication and planned aims of grant applications are two examples of information that is considered proprietary and confidential without the permission of the party providing the information.

As further protection, Disclosing Parties are required to explicitly preface any disclosure of information whose confidentiality is critical to its competitiveness status in peer-reviewed journals or grant review committees with a declaration reminding the recipients of its confidential nature. For example, slide presentations during working group and committee meetings, analysis results files and manuscripts should contain a notice of confidentiality.

Each Party receiving Proprietary/Confidential Information signing this document is bound from divulging that Information to any person other than SoL investigators, employees and contractors or their external collaborators and consultants who are members of SoL working groups. Any of the persons who are given access to SoL-confidential Information shall sign this Non-Disclosure Agreement. The Receiving Party shall protect the information by using a maximum degree of care that is at least as restrictive as the Receiving Party uses to protect its own Confidential Information. Disclosure in the form of tangible products or materials (including biological materials) must be transmitted to the Receiving Party under a Materials Transfer Agreement; this type of confidential transfer is beyond the scope of this document.

In the event that the Receiving Party, or anyone to whom the Receiving Party transmits the Information pursuant to this Agreement, becomes required to disclose any such Information, the Receiving Party shall provide the Disclosing Party with prompt notice and consult with the Disclosing Party prior to any disclosure.

HCHS/SoL investigators and their external collaborators are required to obtain approval of manuscripts for publication (or other public disclosure) prior to submission or presentation from the HCHS/SoL Publications Committee.

This Agreement may not be superseded, amended, or modified except by written agreement between the parties hereto. The obligations of this Agreement will continue for three years after the signing of the Agreement or until the Information has become part of the public domain through no fault of the Receiving Party.

Print Name: _____

Signature: _____

Date: _____