MUTUAL NONDISCLOSURE AGREEMENT

 This Mutual Nondisclosure Agreement is made as of **\_\_\_\_\_\_\_\_\_\_\_, 2021** (the “Effective Date”), by and between **The General Hospital Corporation d/b/a Massachusetts General Hospital**, a not-for-profit corporation organized under the laws of Massachusetts with its principal place of business at 55 Fruit Street, Boston, Massachusetts 02114 (“Hospital”), and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** a **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  corporation with its principal place of business located at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Company”).

 Hospital controls certain information developed by its Investigator(s), Merit Cudkowicz, MD MSc relating to the Healey Center Master Protocol design for ALS Platform trial. Company controls certain information relating to a therapeutic candidate for ALS. In order to evaluate whether the parties desire to enter into a business relationship with each other in connection with the ALS Platform trial (the “Purpose”), the parties wish to engage in discussions that are expected to involve each party (as applicable, each a “Discloser”) disclosing to the other party (as applicable, each a “Recipient”) certain information that the Discloser considers proprietary and confidential. Accordingly, and in consideration of their mutual commitments herein, the parties hereby agree as follows:

1. Definition of Confidential Information. “Confidential Information” shall mean any information including, but not limited to, any kind of data, techniques, protocols or results, or business, financial, commercial or technical informationdisclosed by Discloser to Recipient in connection with the Purpose, the disclosure of which is reasonably necessary for the discussions concerning the Purpose. In order, however, to be considered "Confidential Information" hereunder, such information must be identified as confidential at the time of disclosure and (i) if disclosed in tangible written form, marked as "Confidential" at the time it is disclosed, (ii) if disclosed in non-tangible form (including without limitation orally or visually), identified as confidential at the time of disclosure and summarized by Discloser with specificity in a writing marked "Confidential" and given to the Recipient within thirty (30) days after such disclosure, or (iii) of such a nature that a reasonable person familiar with the life sciences industry would consider such information to be confidential or proprietary under the circumstances.

2. Exclusions. “Confidential Information” under this Agreement shall not include any information that (i) is or becomes publicly available through no wrongful act of Recipient; (ii) was known by Recipient prior to disclosure by Discloser, as evidenced by tangible records; (iii) becomes known to Recipient after disclosure from a third party having an apparent bona fide right to disclose it; (iv) is independently developed or discovered by Recipient without use of Discloser’s Confidential Information, as evidenced by tangible records; (v) is disclosed to another party by Discloser without restriction on further disclosure. The obligations of confidentiality and non-use set forth in this Agreement shall not apply with respect to any information that Recipient is required to disclose or produce pursuant to applicable law, court order or other valid legal process provided that Recipient promptly notifies Discloser prior to such required disclosure, discloses such information only to the extent so required and cooperates reasonably with Discloser’s efforts to contest or limit the scope of such disclosure.

3. Permitted Purpose. Recipient shall have the right to, and agrees that it will, use Discloser’s Confidential Information solely for the Purpose as described in this Agreement, except as may be otherwise specified in a separate definitive written agreement negotiated and executed between the parties.

4. Restrictions. For a period of **five (5)** years after receipt of Discloser’s Confidential Information (and indefinitely with respect to any individually identifiable health information disclosed by Hospital to Company), each Recipient agrees that: (i) it will not use such Confidential Information for any purpose other than as specified herein, including without limitation for its own benefit or the benefit of any other person or entity; and (ii) it will use reasonable efforts (but in no less than the efforts used to protect its own confidential and/or proprietary information of a similar nature) not to disclose such Confidential Information to any other person or entity except as expressly permitted hereunder. Recipient may, however, disclose Discloser’s Confidential Information only on a need-to-know basis to its and it affiliates employees, staff members and agents (“Receiving Individuals”) who are directly participating in the Purpose and who are informed of the confidential nature of such information, provided Recipient shall be responsible for compliance by Receiving Individuals with the terms of this Agreement and any breach thereof. Each party further agrees not to use the name of the other party or any of its affiliates or any of their respective trustees, directors, officers, staff members, employees, students or agents in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the party or individual whose name is to be used, in the case of Hospital such approval to be given by the Public Affairs Department.

5. No Obligations. This Agreement shall not create any obligation for either party to enter into any agreement or relationship with the other, nor shall any term herein be construed to preclude either party from terminating discussions regarding a possible relationship at any time for any or no reason. Each party reserves the right to disclose its own confidential information to any third party at any time.

6. Right to Disclose. Discloser represents that to the best of its knowledge it has the right to disclose to each Recipient all of Discloser’s Confidential Information that will be disclosed hereunder.

7. Ownership. All Confidential Information disclosed pursuant to this Agreement, including without limitation all written and tangible forms thereof, shall be and remain the property of the Discloser. Upon termination of this Agreement, if requested by Discloser, Recipient shall destroy, or return if so requested by Discloser, at Discloser’s discretion all of Discloser’s Confidential Information received in tangible form (including all copies) and all notes, reports, and other information incorporating Discloser’s Confidential Information, provided that Recipient shall be entitled to keep one copy of such Confidential Information in a secure location solely for the purpose of determining Recipient’s legal obligations hereunder.

8. No License. Nothing in this Agreement shall be construed as granting or conferring, expressly or impliedly, any rights by license or otherwise, under any patent, copyright, or other intellectual property rights owned or controlled by Discloser relating to Confidential Information, except as specifically set forth herein.

9. Term and Termination. The term of this Agreement shall be for a period of **one (1) year** from the Effective Date. Either party may terminate this Agreement upon ten (10) business days prior written notice to the other party.

10. Remedies. Each party acknowledges that any breach of this Agreement by it may cause irreparable harm to the other party and that each party is entitled to seek injunctive relief and any other remedy available at law or in equity.

11. Notices. Except as set forth in the second sentence of this paragraph, any reports, correspondence or other communications under this Agreement or pertaining to the Purpose hereof  may be communicated in any way agreed upon by both parties, including without limitation via email or orally. Any legal notice or other written notice required hereunder or pertaining to this Agreement shall be given by prepaid, first class, registered or certified mail or by an express/overnight delivery service provided by a commercial carrier, properly addressed as follows:

If to Hospital: Mass General Brigham Incorporated

 Clinical Trials Office

 399 Revolution Drive, Suite 760

 Somerville, MA 02145

 Attn: Director, Contracting

If to Company: [Please Insert Address]

12. General. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supercedes any prior oral or written understandings between the parties. Sections 1, 2, 4, 7, 10, 11, and 12 shall survive any expiration or termination hereunder. This Agreement may be modified or amended only in a writing signed by duly authorized representatives of both parties hereto. If any provisions of this Agreement are found to be invalid or unenforceable by a court of competent jurisdiction, the parties intend that such invalidity shall not affect any other provision hereof. Any waiver or failure of either party to assert a right hereunder shall not constitute a waiver or excuse a similar failure in any other circumstance. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts and each party consents to the exclusive jurisdiction and venue of courts in Boston, Massachusetts in all disputes relating to this Agreement. Headings in this Agreement are for convenience only and are not intended to be used to interpret or construe this Agreement. This Agreement may be executed in counterparts and delivered by facsimile with the same effect as an original. Each of the undersigned represents that he/she is duly authorized to execute this Agreement.

**The General Hospital Corporation**

**d/b/a Massachusetts General Institution [Insert name of company here]**

By: By:

Title Title:

Date: Date:

**Read and Acknowledged:**

**Investigator**

Name:

Date: