



TOPMed Non-Disclosure Agreement

Updated 11/30/2020

NHLBI Trans-Omics for Precision Medicine Non-Disclosure Agreement

March 2018

This document is executed with the intent to protect the confidentiality of unpublished scientific results that arise from the individual efforts put into the NHLBI Trans-Omics for Precision Medicine Whole Genome Sequencing Program (NHLBI TOPMed WGS) project, while still enabling investigators to share the results from their undisclosed and unpublished work.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 NHLBI TOPMed WGS.

Members of the NHLBI TOPMed WGS program and their external collaborators agree that all discussions and exchanges occurring during working group and related meetings, along with exchanges of data, presentations, meeting minutes, 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 All unpublished research findings shared in advance of publication and planned aims of grant applications are two examples of information that is considered proprietary and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 TOPMed WGS investigators, employees and contractors or their external collaborators and consultants who are members of TOPMed WGS working groups. Any of the persons who are given access to TOPMed WGS 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) 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.

This Agreement may not be superseded, amended, or modified except by written agreement between the parties hereto. The obligation to maintain confidentiality continues for three years after receiving the specific information or until it has become part of the public domain through no fault of the Receiving Party.

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