

Use of Information

- The Parties each acknowledge that in executing an IFH Project and performing their respective roles pursuant to one or more Project Specifications, each may need to be exposed to and work with various confidential and proprietary information of the other Party. To assure protection of future Patent Rights and otherwise to preserve the confidences of the Parties and results of an IFH Project, each Party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other Party in connection with the IFH Project ("Confidential Information"); provided, however, that each Party may share Confidential information with third parties to the extent necessary to perform the IFH Project under terms consistent with this Agreement
- The obligations of nondisclosure and nonuse shall not apply to any information that:
 - as generally known to the public at the time of the disclosing Party's disclosure to receiving Party or becomes part of the public domain, through no action or inaction by the receiving Party;
 - a third party disclosed to the receiving Party without any apparent violation of the disclosing Party's confidential rights;
 - was known to the receiving Party prior to its receipt of the information;
 - is explicitly approved for release by written authorization of disclosing Party;
 - was developed by receiving Party independently of the activities in the IFH Project; or
 - is required to be disclosed by law, including civil or administrative procedure.
- Upon the disclosing Party's request, the receiving Party will return all Confidential Information in the receiving Party's possession. One copy of the Confidential Information may be retained for legal archiving purposes. The obligations under this section shall survive for three years after the termination or expiration of this Agreement.
- To preserve the confidentiality and potential to seek patent protection or otherwise preserve IP rights, neither BU nor OSF shall publish any Data, IFH Project results, research, or any other material or information concerning an IFH Project, including in any scholarly or professional journals and shall not present the IFH Project results at professional meetings and conferences without first submitting it for review and comment to the Primary Contact - OSF and the Primary Contact - BU. The Primary Contacts shall have no less than fifteen (15) business days to provide such comments to both Parties, who will either revise the presentations to eliminate such disclosures or will delay publication for a limited period (thirty (30) business days or longer by written agreement) to allow for protection of IP related to any Project. In the event no comments are received in the review period, the presentation may proceed.
- The Parties will determine the authorship of publications in compliance with national research publication standards. In the event of joint authorship of manuscripts or materials by employees of OSF and BU concerning an IFH Project, the respective authors shall cooperate and share, as professionally appropriate, responsibility for preparation, review, and submission of the proposed manuscript or presentation materials. Any proposed manuscripts or presentation materials concerning the IFH Project will be furnished to the Primary Contact - OSF and the Primary Contact - BU at least thirty (30) business days prior to submission for the publication or public disclosure. The Primary Contact - OSF and the Primary Contact - BU shall respond within thirty (30) business days and if no response is forthcoming, the publication may proceed. Upon notice that the proposed publication contains Confidential Information or enables disclosures of Intellectual property owned by a party, the Parties will either revise the publication to eliminate such disclosures or will delay publication for a limited period, not to exceed sixty (60) business days, to allow for preparation and filing of U.S. patent applications. If a joint publication is not submitted within twelve (12) months after the conclusion abandonment, or termination of an IFH Project, or after one Party confirms there will be no joint publication, the Parties may publish the results individually in accordance with the above review by the Primary Contact - OSF and the Primary Contact - BU. The Parties shall use reasonable efforts to arrange expedited reviews for abstracts, poster presentations, or other materials.
- To facilitate the protection of Foreground, the Parties will encourage researchers to disclose potentially patentable discoveries to their respective technology commercialization offices in a timely manner.

- As scientifically and professionally appropriate, BU and OSF will acknowledge the contributions of the other Party in any resulting publication or public disclosure. The Parties will agree on the form and content of such acknowledgment prior to publication.
- All disclosures, presentations, reports, collateral, and publications conveying any aspect of the IFH Projects or the results of an IFH Project shall identify both OSF and BU as well as IFH and provide further attribution and credit as determined by agreement of the Primary Contact - OSF and the Primary Contact - BU. The Parties will collaborate, where appropriate, and provide donor-appropriate recognition.
- The Parties shall be respectful of the privacy of medical and personal information and shall at all times comply with all applicable federal and state laws governing the privacy of medical and personal information. OSF shall be ultimately responsible for Health Insurance Portability and Accountability Act (HIPAA) compliance related to its patient's protected health information, and accordingly, all awardees are required to disclose upon application, any activity that may include human subjects' research data. All primary awardee investigators will not be allowed to execute an IFH Project without written approvals from the ethical review board (e.g., Institutional Review Board) and other compliance bodies within OSF and/or BU.