

CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement (“**Agreement**”) is effective as of the date of the last party to sign this Agreement (“**Effective Date**”)

Between:

Sanofi-aventis U.S. Inc., with offices at 55 Corporate Drive, Bridgewater, NJ 08807 (hereinafter the “**COMPANY**”; and

[Insert name and address of AMC] (“**AMC**”).

The parties agree as follows:

1) Definitions

“**Affiliates**” means the legal entities that (directly or indirectly) controls, are controlled by, or are under common control with the named party by means of ownership of more than fifty (50) percent of the voting stock or similar interest in said entity.

“**Confidential Information**” means all information, other than Exempt Information in any form concerning, in the case of the COMPANY, [insert description of the COMPANY’S Confidential Information] and, in the case of AMC, [insert description of AMC’s Confidential Information], in each case which the Disclosing Party or its Affiliates discloses to the Receiving Party or its Affiliates pursuant to this Agreement, either marked “Confidential” or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure.

“**Disclosing Party**” means the party to this Agreement which discloses Confidential Information to the other party under this Agreement.

“**Exempt Information**” means information that: (i) the Receiving Party or any of its Affiliates possessed before the Disclosing Party or its Affiliates disclosed it under this Agreement; or (ii) is or becomes publicly known (other than as a result of breach of this Agreement by the Receiving Party or its Representatives); (iii) the Receiving Party or any of its Affiliates obtains from a third party free of any confidentiality obligation to the Disclosing Party or its Affiliates with respect to such information; or (iv) is independently developed by or on behalf of the Receiving Party or its Affiliates without the use of the Confidential Information.

“**Purpose**” means the purpose of sharing information necessary to prepare a project plan in support of a grant application to the National Center for Advancing Translational Sciences under the U.S. National Institutes of Health.

“**Receiving Party**” means the party to this Agreement which receives Confidential Information from the other party under this Agreement.

2) Treatment of Confidential Information

(a) The Receiving Party shall maintain the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as it maintains the confidentiality of its own confidential information, and in any event, not less than a reasonable standard of care.

(b) The Receiving Party may use, copy and make extracts of the Disclosing Party’s Confidential Information only in connection with the Purpose.

- (c) The Receiving Party shall not disclose any of the Disclosing Party's Confidential Information to any third party other than the Receiving Party's Affiliates and the directors, officers, employees, contractors, consultants and agents of the Receiving Party and its Affiliates who have a need to know the Confidential Information for the Purpose and who are bound by obligations of confidentiality substantially similar to those in this Agreement (collectively, "**Representatives**"), *provided, however*, that AMC may disclose the COMPANY'S Confidential Information to the NIH under obligations of confidentiality substantially similar to those in this Agreement, except as otherwise required by law, as necessary to support the grant application described in the Purpose. If AMC does disclose the COMPANY'S Confidential Information to the NIH it will mark each page containing such information as "Contains Confidential Information of Sanofi". The Receiving Party shall be responsible for any unauthorized use or disclosure of the Disclosing Party's Confidential Information by such Representatives.
- (d) Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party or destroy all copies of the Disclosing Party's Confidential Information. Upon the Disclosing Party's request, the Receiving Party shall confirm in writing such destruction.
- (e) Section 2(d) notwithstanding, the Receiving Party: (i) may retain a single copy of the Disclosing Party's Confidential Information for the sole purpose of ascertaining its ongoing rights and responsibilities in respect of such information; and (ii) shall not be required to destroy any computer files stored securely by the Receiving Party or its Affiliates that are: (x) created during automatic system back up; or (y) retained for legal purposes by the legal division of the Receiving Party and its Affiliates.
- (f) Anything to the contrary contained herein notwithstanding, the Receiving Party shall be permitted to disclose (and the Receiving Party shall not be required to destroy) any of the Disclosing Party's Confidential Information that is required or requested to be disclosed by a governmental authority or applicable law in connection with a legal or administrative proceeding (including in connection with any regulatory approval process), provided that the Receiving Party shall: (i) notify the Disclosing Party of any such disclosure requirement as soon as practicable; (ii) cooperate with the Disclosing Party (at the Disclosing Party's cost) if the Disclosing Party seeks a protective order or other remedy in respect of any such disclosure; and (iii) furnish only that portion of the Confidential Information which the Receiving Party is legally required to disclose.

3) Term and Termination

The term during which disclosures may be made and received under this Agreement will be two (2) years from the Effective Date. The Receiving Party's obligations under this Agreement will terminate five (5) years from the expiration or termination for any reason of this Agreement.

4) Other Matters

- (a) Neither this Agreement nor the performance by either party hereunder shall transfer to the Receiving Party any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including any intellectual property rights subsisting therein).
- (b) Neither party is obligated to negotiate or enter into any other agreement, and any discussions may be terminated at the sole discretion of either party at any time and for any reason.
- (c) This Agreement sets forth the parties' entire understanding about its subject matter and supersedes any other agreement or understanding between the parties about its subject matter. Neither party can assign, amend, or terminate any part of this Agreement except in writing signed by both parties, except that

COMPANY may assign this Agreement without consent to an Affiliate, or any entity which results from the merger, disposition or consolidation of assets of COMPANY. This Agreement shall inure to the benefit each party's respective Affiliates, successors and permitted assigns.

- (d) If a court or other tribunal of competent jurisdiction should hold any term or provision of this Agreement to be excessive, invalid, void or unenforceable, the offending term or provision shall be deleted or revised to the extent necessary to be enforceable, and, if possible, replaced by a term or provisions which, so far as practicable, achieves the legitimate aims of the parties.
- (e) This Agreement may be executed in two counterparts (including by facsimile or electronic copies), both of which shall be deemed an original, and both of which together shall constitute one and the same instrument.
- (f) This Agreement shall be governed by and construed in accordance with the laws of New Jersey without reference to its choice of law principles and both parties submit to the non-exclusive jurisdiction of the New Jersey courts.
- (g) Each party represents and warrants to the other that it has the legal power and authority to enter into and perform under this Agreement.
- (h) Any delay or failure to exercise any right or remedy hereunder shall not impair such right or remedy or be construed as a waiver thereof or as acquiescence in a breach of this Agreement. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.

IN WITNESS WHEREOF, duly-authorized representatives of the parties have signed as of the Effective Date.

Signed on behalf of COMPANY

Signed on behalf of [AMC]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

(Duly authorized)

(Duly authorized)

Date: _____

Date: _____