



Cancer Center Informatics Society

Oracle Health Initiative Confidential Disclosure Agreement

- Effective Date: _____
- Organization / Company: _____

This Confidential Disclosure Agreement (the “Agreement”) is entered into by and between the Cancer Center Informatics Society (“Ci4CC”), acting on behalf of itself and its affiliated programs and initiatives, and the Organization / Company identified above (“Company”).

To protect certain confidential information (“Confidential Information”) that may be disclosed between the parties, including information belonging to or provided by Oracle America, Inc. and its affiliates under majority ownership or common control (“Oracle”), Ci4CC and Company agree as follows:

1. Disclosers and Recipients

- The Disclosers of Confidential Information under this Agreement are both parties.
- The Recipients of Confidential Information under this Agreement are both parties.

2. Primary Contact

On Behalf of the Cancer Center Informatics Society (Ci4CC)

- Name: Kevin Kennedy
- Title: Sr. Director, Initiatives Program Support & Logistics
- Email: Kevin@ci4cc.org

Address:
466 Foothill Boulevard, # 393
La Cañada Flintridge, California 91011

On Behalf of Company / Organization / Health System

- Name: _____
- Title: _____
- Address: _____

3. Definition of Confidential Information

“Confidential Information” includes non-public business, scientific, technical, operational, and strategic information disclosed by either party, including information originating from participants involved in Ci4CC-Oracle collaborations.

Such Confidential Information may include, without limitation:

- Oncology-focused clinical and research initiatives;



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- Oracle Health products, services, and technologies;
- Clinical workflows and interoperability strategies;
- Artificial intelligence capabilities and AI-enabled workflows;
- Technical evaluations, demonstrations, presentations, and roadmaps;
- Information discussed during Ci4CC-Oracle initiatives, working groups, steering committees, and related meetings.

Recipient shall have a duty to protect only such Confidential Information that:

(a) is disclosed in writing and marked as confidential at the time of disclosure; or

(b) is disclosed in any other manner and identified as confidential at the time of disclosure and subsequently summarized and designated as confidential in a written memorandum delivered to the Recipient's representative identified above within thirty (30) days following such disclosure.

4. Use of Confidential Information

Recipient shall use Confidential Information solely for the purpose of evaluating, planning, discussing, participating in, and supporting activities associated with collaborations between Ci4CC and Oracle, including initiatives relating to:

- Oncology care;
- Oncology research;
- Oracle Health technologies;
- Interoperability and information exchange;
- Artificial intelligence-enabled clinical and operational workflows; and
- Related strategic initiatives and working groups.

5. Protection and Use of Confidential Information

Each party agrees that:

- Confidential Information shall not be disclosed to any third party without prior written approval from the Discloser.
- Appropriate administrative, physical, and technical safeguards shall be used to protect Confidential Information.
- Confidential Information does not include information that:
 - was already known to the Recipient;
 - becomes publicly available through no fault of the Recipient;
 - is lawfully received from a third party without confidentiality restrictions; or
 - is approved in writing by the Discloser for release.
- Disclosure required by law or court order shall be permitted, provided reasonable notice is given to the Discloser whenever practicable.
- Ownership of all intellectual property and proprietary rights shall remain with the Discloser. No licenses or ownership rights are granted except for the limited purposes set forth in this Agreement.



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- Nothing in this Agreement creates a partnership, joint venture, agency relationship, or obligation to purchase products or services.
- Either party may independently develop products, services, or technologies similar to those described in the Confidential Information, provided such development occurs without use of the Confidential Information.
- Each party agrees to comply with all applicable United States export control laws and regulations.
- Personal information exchanged under this Agreement shall be treated as Confidential Information and handled in accordance with applicable privacy and data protection laws.
- This Agreement constitutes the entire understanding between the parties concerning Confidential Information and may be amended only in writing signed by authorized representatives of both parties.
- If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

6. Term

This Agreement shall become effective on the Effective Date and shall remain in effect until terminated in writing by either party. The obligations of confidentiality contained herein shall survive termination of this Agreement for a period of five (3) years.

AUTHORIZED SIGNATURES

- Cancer Center Informatics Society (Ci4CC)
- Authorized Signature: _____
- Name: _____
- Title: _____
- Date: _____

Organization / Company

- Authorized Signature: _____
- Name: _____
- Title: _____
- Date: _____

