



Confidential Disclosure Agreement

Cancer Center Informatics Society and Participating Organization

Effective Date	_____
Participating Organization	_____

This Confidential Disclosure Agreement (Agreement) is entered into as of the Effective Date by and between the Cancer Center Informatics Society (Ci4CC), acting on behalf of itself and its affiliated programs and initiatives, and the organization identified above (Organization). Ci4CC and the Organization are each a Party and together are the Parties.

The Parties expect to exchange certain Confidential Information in connection with collaborations involving Ci4CC and Oracle America, Inc., including its affiliates under majority ownership or common control (Oracle). The Parties agree to use and protect that information as described below.

1 Disclosing and Receiving Parties

Either Party may disclose Confidential Information as a Discloser or receive Confidential Information as a Recipient under this Agreement.

2 Primary Contacts

Cancer Center Informatics Society	Participating Organization
Name Kevin Kennedy Title Senior Director, Initiatives Program Support and Logistics Email Kevin@ci4cc.org Address 466 Foothill Boulevard, No. 393 La Cañada Flintridge, California 91011	Name _____ Title _____ Email _____ Address _____ _____

3 Definition of Confidential Information

Confidential Information means nonpublic business, scientific, technical, operational, or strategic information disclosed by or on behalf of either Party. It includes information belonging to or provided by Oracle and information originating from participants in Ci4CC and Oracle collaborations.

Confidential Information may include, without limitation:

- Oncology focused clinical and research initiatives
- 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 and Oracle initiatives, working groups, steering committees, and related meetings

A Recipient is required to protect Confidential Information only when the information:

- (a) is provided in writing and marked confidential at the time of disclosure; or
- (b) is disclosed in another manner, identified as confidential at the time of disclosure, and then summarized and designated as confidential in a written memorandum delivered to the Recipient's representative identified above within thirty days after disclosure.

4 Permitted Use

A Recipient may use Confidential Information only to evaluate, plan, discuss, participate in, or support activities associated with collaborations between Ci4CC and Oracle, including activities involving:

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

5 Protection and Related Terms

Safeguards and nondisclosure. Each Recipient must protect Confidential Information using appropriate administrative, physical, and technical safeguards. A Recipient may not disclose Confidential Information to any third party without the Discloser's prior written approval.

Exclusions. Confidential Information does not include information that the Recipient can demonstrate:

- was known to the Recipient without restriction before disclosure
- becomes publicly available through no fault of the Recipient
- is lawfully received from a third party without confidentiality restrictions
- is approved in writing by the Discloser for release

Required disclosure. A Recipient may disclose Confidential Information when required by law or court order, provided the Recipient gives the Discloser reasonable advance notice whenever legally permitted and practicable.

Ownership and no license. All intellectual property and proprietary rights remain with the Discloser. No license or ownership right is granted except for the limited right to use Confidential Information for the purposes stated in this Agreement.

Independent development and no business commitment. Either Party may independently develop products, services, or technologies similar to those described in the Confidential Information, provided the development occurs without using Confidential Information. Nothing in this Agreement creates a partnership, joint venture, or agency relationship, or obligates either Party to purchase products or services.

Compliance and personal information. Each Party will comply with applicable United States export control laws and regulations. Personal information exchanged under this Agreement will be treated as Confidential Information and handled in accordance with applicable privacy and data protection laws.

Entire agreement and severability. This Agreement constitutes the entire understanding between the Parties concerning Confidential Information and may be amended only in a writing signed by authorized representatives of both Parties. If any provision is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

6 Term and Survival

This Agreement becomes effective on the Effective Date and remains in effect until either Party terminates it in writing. The confidentiality obligations in this Agreement will survive termination for three years.

7 Authorized Signature

By signing below, the undersigned confirms that they are authorized to bind the Organization to this Agreement.

Organization	_____
Authorized Signature	_____
Printed Name	_____
Title	_____
Date	_____

