

Harvard Law School Non-Disclosure Agreement

Clinic Name: _____

Harvard Law School Employees, Contractors & Volunteers
Effective Date: April 11, 2008

In consideration of my employment or continued employment by President and Fellows of Harvard University (“Harvard”) as an employee or consultant, and the compensation paid to me or in consideration of the opportunity to volunteer, I warrant and agree as follows:

1. **I ACKNOWLEDGE** that, as an employee, consultant, or volunteer of Harvard, I have had and will have access to confidential information belonging to Harvard or third parties to whom Harvard has a duty of confidentiality and that any improper taking, disclosure or use of this confidential information would cause Harvard substantial loss, damage and irreparable harm. I shall at all times continue to hold confidential all student data, all computer user information, all proprietary information, inventions and developments, and all other data or information (and any tangible evidence, record or representation thereof), whether prepared, conceived or developed by an employee, consultant, or volunteer of Harvard (including myself) or received by Harvard from a third party that is maintained in confidence by Harvard (collectively, the “Confidential Information”).

During my employment, consultancy, or volunteer relationship with Harvard, I shall continue to use and disclose Confidential Information only to the extent necessary to perform my duties as an employee, consultant, or volunteer of Harvard and for the sole benefit of Harvard, and, in any event, shall not disclose any Confidential Information to any person or entity outside Harvard except as authorized pursuant to a written confidentiality agreement supplied by Harvard or with the prior written direction and permission of an authorized officer of Harvard. After the termination of my employment, consultancy, or volunteer relationship with Harvard, I shall not disclose to any person or entity, or make use of, any Confidential Information without the prior written consent of an authorized officer of Harvard. This provision shall not apply to any Confidential Information that Harvard has voluntarily disclosed to the public or has otherwise legally entered the public domain.

I understand that Harvard has from time to time in its possession information that is claimed by others to be proprietary and that Harvard has agreed to keep confidential. I agree that all this information shall be Confidential Information for purposes of this Agreement.

2. **I AGREE** that all originals and all copies of all files, memoranda, notes, programs, codes, and other materials and writings containing, representing, evidencing, recording, or constituting any Confidential Information, however and whenever produced (whether by myself or others),

whether developed before or after the date of this Agreement, shall be the sole property of Harvard and shall be returned to Harvard upon the termination of my employment, consultancy, or volunteer relationship for any reason.

I agree that all Confidential Information and all other discoveries, inventions, ideas, processes, products and materials, or parts thereof, conceived, developed, or otherwise made by me, alone or jointly with others and in any way relating to Harvard's present or proposed activities or to tasks assigned to me during the course of my services to Harvard, whether or not subject to copyright or patent protection and whether or not reduced to tangible form or reduced to practice, during the period of my employment, consultancy, or volunteer relationship (collectively referred to herein as "Developments") shall be the sole property of Harvard. I agree that all Developments shall constitute works made for hire under the copyright laws of the United States and hereby assign and, to the extent an assignment cannot be made at present, I hereby agree to assign to Harvard all of my right, title and interest, including all intellectual property rights, in Developments. I agree to make and maintain adequate and current written records of all Confidential Information and Developments and shall disclose same promptly, fully and in writing to Harvard and to execute all documents and perform all acts that Harvard may request to secure its rights hereunder and to carry out the intent of this Agreement, during and after my employment, consultancy, or volunteer relationship.

3. **THIS AGREEMENT** constitutes the entire and only agreement between Harvard and me respecting the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, between us concerning this subject matter. No modification, amendment, waiver or termination of this Agreement shall be binding unless made in writing and signed by an authorized officer of Harvard. Failure of Harvard to insist upon strict compliance with any of the terms or conditions of this Agreement shall not be deemed a waiver of these terms or conditions. In the event of any inconsistency between this Agreement and any other contract between Harvard and me, the provisions of this Agreement shall prevail.
4. **I ACKNOWLEDGE** that money damages alone will not adequately compensate Harvard for breach of any of my covenants and agreements herein and, therefore, agree that in the event of the breach or threatened breach of any such covenant or agreement, in addition to all other remedies available to Harvard, at law, in equity or otherwise, Harvard shall be entitled to injunctive relief compelling specific performance of, or other compliance with, the terms of this Agreement.
5. **THIS AGREEMENT** shall be binding upon me irrespective of the duration of my relationship with Harvard, the reasons for the termination of my employment, consultancy, or volunteer relationship with Harvard, or the amount of my compensation, if any. My obligations under this Agreement shall survive the termination of my relationship with Harvard irrespective of the reasons for the termination and shall not in any way be modified, altered or otherwise affected by the termination.

6. **THIS AGREEMENT** shall inure to the benefit of Harvard and its legal representatives, successors and assigns, and shall be binding upon me and my heirs, legal representatives, successors and assigns.
7. **THIS AGREEMENT** shall be governed by, and construed and enforced in accordance with, the substantive laws of The Commonwealth of Massachusetts, without regard to its principles of conflicts of laws, and shall be deemed to be effective as of the first day of my employment, consultancy, or volunteer relationship with Harvard.
8. **THIS AGREEMENT** does not constitute a contract of employment and does not imply that employment, consultancy, or volunteer relationship will continue for any length of time.
9. **ACCESS** to all clinical data and systems:

Start Date:

End Date:

I ACKNOWLEDGE THAT, BEFORE PLACING MY SIGNATURE HEREUNDER, I HAVE READ ALL OF THE PROVISIONS OF THIS AGREEMENT, AND HAVE THIS DAY RECEIVED A COPY OF IT.

IN WITNESS WHEREOF, I have executed this Agreement as a sealed instrument on this _____ day of _____, _____

Signature: _____

Printed Name: _____

Office Address: _____