**CONFIDENTIALITY AGREEMENT**

(Hereinafter “Agreement”)

**THE UNDERSIGNED:**

1. …

and

2. (Name), having its office at (address), hereafter referred to as “…”;

The foregoing (legal) entities are solely referred to as “Party” and collectively referred to as “Parties”.

**WHEREAS**:

1. Parties are willing to exchange Information (as defined in article 1 below) in the course of evaluating potentials for collaboration in translational research with;
2. Parties are willing to receive and use such Information and disclose all results and experiences of the evaluation of such Information to each other;
3. Parties wish to prevent unauthorised access by third parties to the Information and Parties want to avert misuse of Information and want to prevent any use of Information outside the scope of this Agreement;
4. Parties will only be entitled to use the Information within the scope of this Agreement.

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. Information**

“Information” means any and all received information and data of the Parties with regard to the information exchanged during meetings and with regard to potential projects with or through the (established) research infrastructure of …, including any information regarding – non limitative – know how, business information, pricing, business cases, business contacts, information regarding research and development, patents, meetings, internal discussions etc.

**2. Confidentiality**

1. Any Information disclosed by a Party, in whatever format, shall be deemed confidential if the nature of the information is confidential and of which the other Party reasonably knows or should know that that information is confidential (such as, but not limited to technical, commercial, financial and legal data and information).

2. Each Party is obliged to treat all Information, disclosed by the other Party, in confidence and within the scope of this Agreement and they shall not, without the prior written consent of the other Party, use or disclose the Information to any third party. This obligation will remain in force and effect during the term of the Agreement as well as during the period set forth in article 4. Furthermore, Parties shall take all reasonable precautions to prevent the unauthorised disclosure of such Information.

3. Parties may only disclose Information to those employees of Parties, who are actually engaged in the performance of work requiring access to such Information, under the condition that such employees have signed appropriate (labour) agreements requiring them to treat such Information confidentially.

4. The obligation to maintain confidentiality shall not apply to Information for which a Party can prove that the Information:

- had been available to that Party already before this Agreement was signed;

- is or, since this Agreement was signed, has become publicly known, through no fault of the Party involved;

- is developed independently of the received Information;

- is received from third parties and, to the best of knowledge of the receiving Party, has not originated from the other Party;

- is to be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body, provided that each Party shall provide the other Party with prompt notice of such order or related proceeding to afford the other Party an opportunity to intervene and prevent the disclosure.

**3. Property**

1. The Party disclosing Information retains the title of ownership thereof, including intellectual property rights enclosed in the Information or resulting from the Information.

2. If requested by one Party, the other Party shall promptly deliver to this Party all goods and documents delivered

or made available by this Party, containing or relating to the Information, except for one (1) copy which can only

be used for archival purposes and possible legal proceedings with regard to this Agreement.

**4. Effective Date and term of the Agreement**

1. This Agreement will come into force and effect from undersigning thereof.

2. The term of this Agreement is one (1) year as of the effective date of this Agreement. The disclosure of Information shall occur within that year. The provisions regarding the confidentiality and the disclosure and use thereof, as set forth in clause 2 and 3 above, shall remain in force for three (3) years as of the expiration date of this Agreement. Article 3.1 will last indefinitely.

**5. Law**

1. This Agreement shall be interpreted, governed and enforced exclusively in accordance with xxx law.

2. All disputes between the Parties related to this Agreement, are to be instituted by the competent court in xxx.

**Agreed and signed in duplicate,**

**[ ]** **[ ]**

Name: xxx Name: xxx

Date: xxx Date: xxx