

# Confidentiality Agreement

## INTRODUCTION OF THE PARTIES

The present Agreement is entered into by and between:

Between

Hereinafter referred as "THE COMPANY"

having its registered office at: .....

registered number.....

AND

Hereinafter referred as "THE COMPANY"

having its registered office at: .....

registered number.....

## PREAMBLE

Whereas \_\_\_\_\_ is able to communicate material and/or information (hereinafter referred to as "MATERIAL") described as:

- software.....(description and name)
- patent....."
- sample or strain of biological material....."
- molecule of....."
- process of ....."
- prototype of ....."
- etc.....

Whereas THE COMPANY is interested by the MATERIAL in order to develop it and to use it in an industrial and/or commercial way,

Now therefore, the Parties agree as follows.

## PURPOSE OF THE PRESENT AGREEMENT

- a) Upon signature of the present Agreement by both parties, \_\_\_\_\_ shall provide THE COMPANY with a sample of the MATERIAL.
- b) The MATERIAL is bailed to THE COMPANY and the INFORMATION is disclosed to such party (represented for that purpose by Dr or M.....) subject to the limitations and instructions stated in the present agreement.
- c) THE COMPANY will have possession of and is entitled to use the MATERIAL and INFORMATION for the sole purpose of determining its opportunity of industrial development and during the only contractual period hereinafter determined.
- d) The present agreement does not constitute a license by implication or otherwise to use the MATERIAL or INFORMATION commercially or otherwise, except as provided for expressly herein.

## **PATENT RIGHTS TITLE**

- a) \_\_\_\_\_ is recognised to be the exclusive owner of the MATERIAL and the INFORMATION.
- b) THE COMPANY will not acquire any right, title, license or interest on or to the MATERIAL, the INFORMATION, the supports containing information, or any letters of patent covering Information.

## **MANIPULATION AND COMBINATION OF MATERIAL**

- a) THE COMPANY is expressly prohibited to proceed with any manipulation or transformation which may affect \_\_\_\_\_ rights on the MATERIAL without the prior written and specified consent of \_\_\_\_\_.
- b) Further, THE COMPANY does not have the right to combine, commingle or incorporate the MATERIAL with or in any other biological or other material, except to the extent such is necessary for the purpose stated in the present agreement.
- c) In case the MATERIAL or any copy, proceeds, derivation or transformation thereof is combined or commingled with or incorporated in any other material, from which it cannot be separated without damage, \_\_\_ will become owner of such material by accession and hereby expressly renounces in its own name as well as in the name of the owner of such material to any right of accession to the MATERIAL of \_\_\_\_\_, or any copy, proceeds, derivation or transformation thereof.

## **SECRECY**

- a) THE COMPANY recognises the secret nature of the MATERIAL and INFORMATION and agrees not to disclose nor use the MATERIAL or INFORMATION except as specifically provided herein.
- b) THE COMPANY undertakes to treat the MATERIAL and INFORMATION, disclosed to it, as strictly confidential and secret and not to disclose same, directly or indirectly, to any persons except to the minimum number of its employees necessary to carry out the purpose of the present Agreement.
- c) THE COMPANY shall assume responsibility for the observance of its obligations under the present Agreement by all persons having or having had access to the information through it.

However, nothing hereinabove contained shall deprive the parties of the right to use **or** disclose any information which:

- \_ was in the receiving party's possession and at its free disposal prior to disclosure by the disclosure party, as evidenced by written records then in the possession of the receiving party; or
- \_ was available to the public at the public through no fault, action or omission of the receiving party; or
- \_ subsequently becomes available to the public through no fault, action or omission of the receiving party; or
- \_ becomes available to the receiving party without any obligation of confidence from a third party having the legal right to transmit the same.

## **NO LIABILITY**

\_\_\_ disclaims all liability with respect to any damage caused by the MATERIAL or INFORMATION, or the

use thereof, and THE COMPANY shall indemnify \_\_\_\_\_ against any claims brought by third parties in connection with the MATERIAL or INFORMATION placed at the disposal of THE COMPANY or the use thereof.

**DURATION**

- a) The present Agreement shall enter into force the date of its signature.
- b) After receiving the copies of this agreement, signed by THE COMPANY, \_\_\_\_\_ will send to the COMPANY the MATERIAL.
- c) The COMPANY has a period of ..... months, from the date of this agreement is signed, to give to \_\_\_\_\_ written notification of its intention to use the material in an industrial way.
- d) In case of positive answer, a licence will be negotiated and drawn up between both parties.  
In case of negative answer or no answer from the COMPANY at the end of herein period, \_\_\_\_\_ will consider the COMPANY is not interested by the MATERIAL. The COMPANY will have to send back to \_\_\_\_\_ the MATERIAL and all documents given with the MATERIAL.
- e) Concerning the secret, this agreement will stay valid from the date of signature and as long as the information in not in public domain.
- f) In witness whereof, the parties caused the present Agreement to be executed in two copies by their duly authorised representatives.

THE COMPANY \_\_\_\_\_

By:  
Function:  
Place and Date:

By:  
Function:  
Place and Date: