# CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into by and between:

**Universiteit Leiden**, having its offices at Rapenburg 70, 2311 EZ Leiden, the Netherlands, in this case acting through its department by [insert], duly represented by [insert], hereinafter referred to as “**Leiden**”;

and,

[**COMPANY**] having its principal place of business at [insert address], duly represented by its [insert function and name check KvK] hereinafter referred to as “**Partner**”.

Leiden and Partner hereinafter individually or collectively also referred to as a “**Party**” or the “**Parties**”.

## WHEREAS

1. Parties intend to enter into a [research // commercial] collaboration;
2. Under the context of the discussions with regard to this collaboration, Partner and Leiden, through the department [insert name department], may disclose certain proprietary and confidential information to the other Party;
3. Parties desire to protect their proprietary and confidential information and agree that such information will be disclosed to the other Party on the terms, conditions and limitations set out in this Agreement.

## THEREFORE, IT IS AGREED AS FOLLOWS:

### DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

**Agreement** this confidentiality agreement and its Schedules, if any;

**Confidential Information** all information relating to the Field, that has been or will be disclosed by or on behalf of that Party (the “**Disclosing Party**”), to the other Party (the “**Receiving Party**”), directly or indirectly, in whatever form, including (without limitation) any data, reports, analyses, specifications, techniques, processes, technical information, ideas, know-how, trade secrets, patents, patent applications and inventions (whether or not patentable), drawings, designs and computer software, and which is, or which should reasonably be expected to be, of a confidential nature;

**Effective Date** the date of the last signature to this Agreement;

**Field** technology relating to [specify technology] as disclosed between the research group of [prof. // dr [insert name] in the department [insert name department] at Leiden and the research group of [prof. // dr [insert name] at Partner;

**Term** shall mean the timeframe of [insert period] during which Confidential Information may be disclosed.

### TERM

* 1. This Agreement enters into force on the Effective Date and is entered into for the Term.

## CONFIDENTIALITY

* 1. With respect to any and all Confidential Information received from the Disclosing Party, the Receiving Party shall for the duration of a period of five (5) years upon the termination or expiry of this Agreement:
1. keep such information confidential;
2. not communicate, disclose or otherwise make available such information to any third party except with prior, written and explicit consent from the Disclosing Party;
3. communicate, disclose or otherwise make available such information to members of its personnel only and strictly on a “need-to-know” basis, that is, only in so far as disclosure to a particular individual is strictly necessary for the Purpose and always subject to confidentiality obligations no less stringent than those set out in this Article 3;
4. not use such information other than for the Purpose;
5. take all reasonable steps to ensure that such information shall be protected against unauthorized access, theft, and the like.

* 1. The obligations as set out in Article 3.1 shall not apply or shall cease to apply, to information of which the Receiving Party can prove by (documentary) evidence:
1. that it was in the public domain prior to the disclosure under this Agreement;
2. that it was in its possession prior to the disclosure under this Agreement, provided it was not acquired under confidentiality obligations directly or indirectly from the Disclosing Party;
3. that, after its disclosure under this Agreement, it became part of the public domain through no act or omission of the Receiving Party;
4. that, after its disclosure under this Agreement, it was received by the Receiving Party from a third party who did not acquire it directly or indirectly from the Disclosing Party, and who was legally entitled to disclose that information;
5. that it is required under a statutory duty and/or Court order to disclose, provided that prompt advance notice is given to the Disclosing Party and the Receiving Party takes all reasonable measures to protect the confidentiality of the information.
	1. The Receiving Party acknowledges that in examining Confidential Information for the Purpose, it has not relied on, and will not be relying on, any statements made by Disclosing Party to Receiving Party regarding accuracy of any Confidential Information, Receiving Party will have no basis for bringing any claim for fraud in connection with any such statements.
	2. Upon termination or expiry of this Agreement, each Party will at the first request of the Disclosing Party return or destroy, at the election of the Disclosing Party, any and all of the Disclosing Party’s Confidential Information.
	3. Upon termination or expiry of this Agreement, the provisions of this Article 3 shall remain in force.

## MISCELLANEOUS

* 1. Neither Party may assign or transfer, in whole or in part, its rights or obligations under this Agreement to any third party, without the other Party’s prior written consent.
	2. A waiver by any Party of a breach or default of another Party under any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions. Nor shall any delay or omission on the part of any Party to exercise or avail itself of any right, power or privilege that it has or may have under this Agreement, operate as a waiver of any breach or default by another Party.
	3. Any notice or other communication under this Agreement shall be in writing;

In the case of notices to Leiden to:

[insert name scientist and contact details]

In the case of notices to Partner to:

[insert name and contact details]

* 1. This Agreement contains the entire agreement of the Parties in relation to its subject matter. Any Schedules to this Agreement shall form a part thereof. This Agreement may only be amended or supplemented in writing, by way of a document signed by (the authorised representatives of) all Parties.
	2. If part of this Agreement is or becomes invalid or non-binding, the Parties shall remain bound to the remaining part. The Parties shall replace the invalid or non-binding part by provisions which are valid and binding and the effect of which, given the contents and purpose of this Agreement, is, to the greatest extent possible, similar to that of the invalid or non-binding part.

## GOVERNING LAW AND JURISDICTION

* 1. This Agreement shall be governed by Dutch law.
	2. Any disputes arising out of or in connection with this Agreement, including disputes concerning the existence and validity thereof, shall be resolved exclusively by the competent courts in The Hague, the Netherlands.
	3. Upon termination or expiry of this Agreement, the provisions of this Article 5 shall remain in force.

Leiden Partner

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Name: Name:

Title: Title:

Date: Date:

For acknowledgement:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Leiden Scientist] [Partner contact]