

# Confidentiality Disclosure Agreement<sup>1</sup>



Between

XX

- hereinafter referred to as "**XX**"

and

VIZIER Consortium

- hereinafter referred to as "**YY**"

Whereas:

- - XX and YY intend to collaborate in the field of VIZIER integrated project / (or : )

XX and YY intend to exchange information for the purpose of evaluating a possible collaboration in the field of .....

- hereinafter referred to as "**collaboration**"

and

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- in order to define the content of the **collaboration** the parties wish to exchange technical and/or commercial information of a confidential or proprietary nature presently in their possession in oral, written, or in other medium (hereinafter referred to as **confidential information**) and wish to ensure that the same remains confidential.

Now, therefore, it is hereby agreed as follows:

1. XX and YY each undertake to treat any and all **confidential information** as confidential, to use it solely for the purpose of the evaluation and definition of a **collaboration** as stated in this agreement, not to disclose it to any third party, and not to make it publicly available or accessible in any way, except with the prior written consent of the disclosing party.
2. The obligations specified in section 2 above shall not apply with respect to any **confidential information** which:
  - a. the receiving party can prove has been known to the receiving party prior to the time of its receipt pursuant to this agreement; or
  - b. is in the public domain at the time of disclosure or thereafter enters the public domain without breach of the terms of this agreement on the part of the receiving party; or
  - c. the receiving party can prove becomes known to the receiving party through disclosure by sources other than the disclosing party, having a right to disclose such information; or
  - d. the receiving party can prove has been developed independently by an employee of the receiving party who has not had access to any of the **confidential information** of the disclosing party.
3. Unless it is necessary for the purpose stated in this agreement and provided that any disclosed **confidential information** or any copy thereof is made accessible only to such employees who have a need to know, the receiving party shall not, without the prior written consent of the disclosing party, copy or reproduce any item or document supplied to the receiving party - being or containing in whole or in part **confidential information**. The receiving party shall return such item or document and any copies thereof at the supplying party's request, and at the latest on termination of this agreement. This shall not apply to copies of electronically exchanged **confidential information** made as a matter-of-routine information technology back-up, and to **confidential information** or copies thereof which must be stored by the receiving party according to mandatory law, provided that such **confidentiality information** or copies thereof shall be subject to an indefinite confidentiality obligation.
4. All **confidential information** shall remain the exclusive property of the disclosing party as well as all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the receiving party is granted or implied under this agreement. No commercial obligation on the part of either party is intended or undertaken.

The parties agree that any **confidential information** is made available "as is" and that no warranties of any kind are granted or implied with respect to the quality of **confidential information**, including but not limited to, its fitness for any purpose, non-infringement of third party rights, accuracy, completeness or correctness.
5. The party receiving **confidential information** including materials, samples, prototypes or similar items, shall not analyse it, chemically, by reverse engineering, or otherwise, in order to determine the identity and/or properties of its components, without the prior written consent of the disclosing party.

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6. This Agreement shall not by implication or otherwise be construed as a grant of or a claim to a licence or an option for a licence. Receiving Party is not entitled to assign any rights and obligations under this agreement without the prior written consent of the disclosing party.
7. This agreement shall be effective as of the date of the last signature and shall terminate in 10 years after the date of the last signature of this agreement. The provisions of this agreement shall be valid as long as the **confidential information** become available to the public
8. Ancillary agreements, amendments or additions hereto must be made in writing.
9. This agreement shall be construed and interpreted by the laws of .....  
The ..... court of ..... shall have jurisdiction. (alternative: arbitration clause).
10. If any provisions of this agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

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Signed on behalf of XX

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Signed on behalf of YY