UNILATERAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement, effective this day of

*… … 20..*,

is made by and between the **University of Liège**,

*Laboratory/Service/Unit of …*,

having its registered office Place du 20 Août, 7, 4000 Liège, represented by *Ms/M. Name*, *Professor/Associate Professor/... (indicate the head of the Laboratory/Service/Unit)*,

(hereinafter "University"), and

***Name of the Company***,

having a business address at *Address*, represented by *Ms/M. Name, title*

(hereinafter "Company");

WHEREAS University owns confidential information relating to

*Description of the information that will be communicated by University*

(hereinafter referred to as the "Information"); and

WHEREAS University is prepared to disclose to Company certain of said Information on a confidential and non exclusive basis for the sole purpose of

*Purpose of the disclosure of confidential information by University*.

WHEREAS the parties wish to provide the terms and conditions of the disclosure, use and protection of said Information.

# NOW, THEREFORE, UNIVERSITY AND COMPANY AGREE AS FOLLOWS

Article 1

This Agreement covers every communication of Information by University to Company in any form whatsoever, including oral, written and machine readable form, relating to the above.

The Information disclosed by University includes but is not limited to the items set forth in Schedule A attached hereto:

Yes

No

## Article 2

The disclosure of Information by University is in strictest confidence and thus Company will:

a. (i) not disclose to any other person or entity the Information or any part thereof and (ii) use at least the same degree of care to maintain the Information secret as the Company uses in maintaining secret its own confidential information, but always at least a reasonable degree of care;

b. use Information only for the above purpose, as described in the preamble, and shall not use the Information for any other purposes without the prior written consent of University or until further agreement, if any, is concluded between the parties concerning the use of the Information;

c. restrict disclosure of the Information solely to those employees of Company to whom it shall be essential to disclose it in order to accomplish the above purpose and provided that such employees shall have agreed in writing to be bound by the terms of this Agreement or have entered into an agreement of similar scope and obligations with Company to protect and limit the use of information of Company and the information of third parties in Company's possession. Employee means a permanent member of the Company's personnel;

d. within seven (7) days following request of University, return to University all Information received and other materials containing any portion of the Information without retaining any copy thereof.

This Agreement imposes no obligation on Company with respect to any of the Information which:

(a) at the time of the disclosure is generally available to the public or thereafter becomes generally available to the public otherwise than through the fault or negligence of Company; or

(b) can be shown by written records to have been in Company's possession prior to the time of the disclosure and was not acquired, directly or indirectly, from University; or

(c) is rightfully given to Company by a third party under no obligation or confidentiality; or

(d) is independently developed by Company without the aid or use of such Information, as established by a substantial written evidence

Information shall not be deemed to be available to the public or be in Company's possession merely because it can be reconstructed in hindsight from a combination of information from multiple sources that are available to the public or Company, if none of those sources actually teaches or suggests the entire combination, together with its meaning and importance.

Article 3

The Information shall remain the sole property of University and nothing herein shall be deemed to grant to the Company any rights thereto or to obligate the disclosure of Information.

Article 4

The parties expressly agree that the disclosure of the Information under this Agreement shall not be construed as an offer preliminary to an option to a license or as an obligation of either party to enter into any further agreements with the other party nor shall this Agreement constitute any warranty or assurance by University with respect to non-infringement of patents or other rights of third parties.

University discloses the Information in good faith but makes no warranty towards the Company as to the accuracy and/or completeness of the Information and shall not have any liability for errors or omissions in the Information.

University shall not have any liability towards the Company of third parties relating to or resulting from the use of the Information or any decisions made by Company in reliance on the Information.

## Article 5

Company shall notify University in writing within *three (3) or six (6) months* from the effective date whether or not it has any further interest in negotiating a possible further collaborative agreement with University with respect to the Information. In the event Company has no further interest in such possible collaborative agreement or should Company fail to give such notification, it shall immediately and without notice from University return all Information received from University and other materials containing any portion of the Information without retaining copies, and deliver to University a summary report explaining its decision containing information such as the results of its evaluation and of the tests that might have been carried out with University's Information. University shall be free to use such report without restriction.

## Article 6

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, undertakings and agreements relating to the subject matter hereof, whether oral or written.

Article 7

The present Agreement is effective as of the date first written above and will remain in force for *... days/month(s)/year(s)*, until *... ... 20..*.

However, the confidentiality obligation contained in the present Agreement will remain as long as the Information is not respectively in the public domain.

#### Article 8

The failure by Company to fulfil any obligation required according to the present Agreement will lead to the immediate breakdown of the current discussions, to the wrongs of Company. Company will immediately return all Information to University, without prejudice to any damages and interests that might be applicable.

## Article 9

This Agreement shall be exclusively governed by Belgian law. Any dispute relating to or arising out of this Agreement which cannot be amicably settled by the parties shall be referred to courts of Liège.

Done at Liège in two originals.

**For the University of Liege, For the Company,**

*Name of the head of the Laboratory/Service/Unit* *Name of the legal representative*

*Professor/Associate Professor/…* *Title*

**Annex A**

*Description of the Information communicated by University*

*Description of the Information communicated by University*