**UNILATERAL CONFIDENTIALITY AGREEMENT**

**BETWEEN**:

(1) **VU medical center**, part of Foundation VUmc, having its registered office at De Boelelaan 1117, 1081 HV Amsterdam, The Netherlands, legally represented in this matter by the Managing Director of Division      , title and name (“VUmc”) and

(2)      ,having its principal place of business at       ,       , legally represented in this matter by      ("Receiving Party").

# **BACKGROUND**

VUmc wishes to assure the confidentiality of certain information that has been or may be disclosed for the Purpose as defined below. VUmc is willing to disclose Confidential Information on the terms and conditions set forth herein.

**IT IS AGREED AS FOLLOWS:**

1. **Definitions**

In this Agreement the following words and expressions shall have the following meanings:

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| “Authorised Persons” | VUmc’s and Receiving Party’s directors, officers, employees, students, consultants and legal or other professional advisers. |
| “Confidential Information” | any information disclosed by VUmc with regard to the Purpose, in whatever format, shall be deemed confidential if the nature of the information is confidential and of which Receiving Party reasonably knows or should know that that information is confidential (such as, but not limited to, know-how, data, formulae, results of experimentation, specifications, inventions, techniques, research and development plans, documents, drawings, sketches, designs, samples, prototypes, business strategies and plans, software and other technical or business information and intellectual property rights).  |
| “Effective Date” | The date of latest signing of this Agreement. |
| “the Purpose” | To be completed. For example: discussions and exchange of information to determine whether the parties wish to enter into a collaborative research project regarding……… / an agreement regarding........ |

**2. Confidentiality**

2.1 Receiving Party shall keep Confidential Information confidential and shall protect such Confidential Information with a degree of care that is no less than the Receiving Party uses to protect its own confidential information, but always at least a reasonable degree of care.

2.2 Receiving Party shall not disclose any Confidential Information to any person except to Authorised Persons and then in confidence and only to the extent necessary for the Purpose;

2.3 Receiving Party shall use the Confidential Information only for the Purpose;

* 1. Receiving Party shall be responsible for ensuring that all persons having access to Confidential Information through the Receiving Party comply with the obligations accepted under this Agreement.
	2. The obligation to maintain confidentiality shall not apply to information of which Receiving Party can prove that the information:
		1. had been available to Receiving Party already before the time of disclosure;
		2. is or, since the Agreement was signed, has become publicly known, through no fault of Receiving Party;
		3. is developed independently of the received information;
		4. is received from third parties and, to the best of knowledge of Receiving Party, has not originated from VUmc; or
		5. is to be disclosed in accordance with the law or the order or requirement of a court, administrative agency or other governmental body, provided that Receiving Party shall provide VUmc with prompt notice of such order or related proceedings to afford VUmc an opportunity to intervene and prevent the disclosure.

**3.** **Property**

3.1 VUmc retains the title of ownership of the Confidential Information, including intellectual property rights enclosed in the Information. No license or conveyance of any such rights to Receiving Party is granted or implied under this agreement. No commercial obligation on the part of either Party is intended or undertaken.

3.2 If requested by VUmc, Receiving Party shall promptly return to VUmc all goods and documents received or made available by VUmc, containing or relating to the Confidential Information, except for one (1) copy which can only be used for archival purposes and compliance with this Agreement.

**4. Effective Date and Term**

4.1 This Agreement will come into force and effect on the Effective Date.

4.2 The Term of this Agreement is one (1) year as of the Effective Date of this Agreement. The disclosure of Confidential Information shall occur within that year. The provisions regarding the confidentiality and non-use thereof, as set forth in this Agreement, shall remain in force for five (5) years as of the expiration date of this Agreement.

**5. Warranty**

 VUmc will provide all Confidential Information on an “as is” basis, without any warranty whatsoever, whether express, implied or otherwise, regarding its accuracy, completeness, non-infringement of third party rights or otherwise. VUmc disclaims all implied warranties for its Confidential Information, including but not limited to implied warranties of fitness for a particular purpose, and merchantability, and all implied representations and warranties provided by law or statute. VUmc shall not be liable for any damage, including but not limited to, direct, indirect, consequential, punitive, incidental, exemplary or special damage relating to Receiving Party’s use of any Confidential Information disclosed by VUmc hereunder and the Receiving Party shall indemnify VUmc from claims from third parties due to such damage.

**6. Law**

6.1 This Agreement shall be interpreted, governed and enforced exclusively in accordance with the laws of The Netherlands.

6.2 All disputes between Parties related to this Agreement that cannot be solved amicably in a reasonable period of time, are to be submitted to the competent court in Amsterdam, The Netherlands.

**7. Amendments**

 Ancillary agreements, amendments or additions hereto must be made in writing.

**8. Signatures**

 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same agreement. Each party acknowledges that an original signature or a copy thereof transmitted by facsimile or by PFD will constitute an original signature for purposes of this Agreement.

AGREED by the Parties through their authorized representatives and signed in twofold,

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| --- | --- |
| For and on behalf of VUmc | For and on behalf of Receiving Party |
| Signature: | Signature: |
| Name:       | Name:       |
| Title: Managing Director Division       | Title:       |
| Date:       | Date:       |