# BILATERAL 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

1. , having its principal place of business at       ,      , legally represented in this matter by       ("Company").

# BACKGROUND

VUmc and Company wish to assure the confidentiality of certain information that has been or may be disclosed for the Purpose as defined below. VUmc and Company are willing to disclose Confidential Information (as “Disclosing Party”) and receive Confidential Information (as “Receiving Party”) on the terms and conditions set forth herein.

**IT IS AGREED AS FOLLOWS:**

# Definitions

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

|  |  |
| --- | --- |
| “Authorised Persons” | VUmc’s and Company’s directors, officers, employees, students, consultants and legal or other professional advisers. |
| “Confidential Information” | any information disclosed by a Party with regard to the Purpose, in whatever format, shall be deemed confidential if the nature of the information is confidential and of which the other 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 |

# Confidentiality

* 1. The 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. Parties 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;
  3. Parties shall use the Confidential Information only for the Purpose;
  4. Parties 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.
  5. The obligation to maintain confidentiality shall not apply to information of which a Party can prove that the information:

1. had been available to that Party already before the time of disclosure;
2. is or, since the Agreement was signed, has become publicly known, through no fault of the Party involved;
3. is developed independently of the received information;
4. is received from third parties and, to the best of knowledge of the receiving Party, has not originated from the other Party; 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 each Party shall provide the other Party with prompt notice of such order or related proceedings to afford the other Party an opportunity to intervene and prevent the disclosure.

# Property

* 1. The Party disclosing Confidential Information retains the title of ownership thereof, including intellectual property rights enclosed in the Information. 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.
  2. If requested by one Party, the other Party shall promptly return to this Party all goods and documents received or made available by this Party, 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.

# Effective Date and Term

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

# Warranty

The Disclosing Party 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. Each Disclosing Party 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. The Disclosing Party shall not be liable for any damage, including but not limited to, direct, indirect, consequential, punitive, incidental, exemplary or special damage relating to the Receiving Party’s use of any Confidential Information disclosed by the Disclosing Party hereunder and the Receiving Party shall indemnify the Disclosing Party from claims from third parties due to such damage.

# Law

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

# Amendments

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

# 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 regular mail or by PDF will constitute an original signature for purposes of this Agreement.

AGREED by the parties through their authorised representatives:

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