**NON-DISCLOSURE AGREEMENT**

This AGREEMENT dated this type here 2009 (the “Effective Date”)

BETWEEN

**Party 1**, [*insert company/university name and address*], of one part and

Party 2 [*insert company/university name and address*] of the other part.

**AGREEMENT**

Preparatory to, at, or arising from a meeting on type here, the parties are prepared to disclose to each other certain technical and commercial information relating to their research activities, for the purpose of exploring a possible type here (the “Purpose”) [*insert the most appropriate purpose, e.g. research collaboration, technology, evaluation, licensing of technology* *etc*.].

“Confidential Information” shall mean any of the following, whether (i) disclosed by or on behalf of the Disclosing Party to the Receiving Party orally or in writing or (ii) learned by the Receiving Party through observation or examination of any documents, licences, contracts, books, records, data, software, source codes or products of the Disclosing Party or (iii) learned by the Receiving Party through observation or examination of the Disclosing Party’s offices, processes or procedures or (iv) otherwise learned by the Receiving Party in any manner except as set forth in paragraph 5 hereof:

any information relating to the products or services of the Disclosing Party in which the Disclosing Party claims a proprietary and/or confidential interest;

all confidential matters of the Disclosing Party including, without limitation, technical know-how, design rights, trade secrets, technical data, analyses, compilations, concepts, technical processes, formulae, specifications, inventions, research projects, customer lists, pricing policies, operational methods, financial information, actuarial information, marketing information, market opportunities and other business affairs of the Disclosing Party;

any information of a confidential nature concerning the Disclosing Party’s customers, suppliers, employees or consultants; and

any information the Disclosing Party has received from others which the Disclosing Party is obliged to treat as proprietary and/or confidential.

**CONFIDENTIALITY**

Since the information to be disclosed is considered to be confidential by each party, the disclosure to the other party shall be made on the basis that the Receiving Party shall maintain the Confidential Information received in confidence, and shall not, without prior written consent of the Disclosing Party, disclose the Confidential Information or use the Confidential Information other than for the specific Purpose noted above.

The Receiving Party acknowledges that irreparable injury and damage may result from disclosure of any Confidential Information to third parties or utilisation of Confidential Information for purposes other than connected with the Purpose. The Receiving Party agrees to treat the Confidential Information in the strictest confidence and to undertake the following additional obligations with respect thereto:-

The Receiving Party shall not, at any time hereafter, without the Disclosing Party’s prior written consent: (i) disclose any Confidential Information to any third party or (ii) disclose the existence of any of the Disclosing Party’s products or services or any information relating thereto to any third party or (iii) use any Confidential Information except pursuant to and in connection with the Purpose.

The Receiving Party shall not make or use any copies, synopses or summaries of oral or written material, photographs or any other documentation or information made available or supplied by the Disclosing Party to the Receiving Party except such as are strictly necessary for the Receiving Party’s internal communications in connection with the Purpose or as are strictly necessary to accomplish the purposes of the Purpose.

Neither the Receiving Party nor any of its employees or agents shall disclose to any third party or make any public announcement with respect to the Disclosing Party’s products or Confidential Information without the prior written consent of the Disclosing Party.

**EMPLOYEES**

The employees of the Receiving Party, shall be informed of the obligations under this Agreement with respect to the Confidential Information and shall have agreed to hold the Confidential Information confidential and not to disclose it or use it other than for the specific Purpose of this Agreement.

**NOTICE**

In the event of the Receiving Party, under any applicable law, being required (by oral questions, interrogatories, requests for information or document subpoenas, civil investigative demand, governmental investigations or similar processes) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice of such request or demand so that the Disclosing Party may seek an appropriate protective order and/or consider granting a waiver of the Receiving Party’s compliance with the provisions of this Agreement.

**EXCEPTIONS**

The obligations of the Receiving Party set out in this Agreement shall not apply to any part of the Confidential Information:

which at the time of disclosure by the Disclosing Party is already in the possession of the Receiving Party; or

which at the time of disclosure by the Disclosing Party is, or thereafter becomes through no fault of the Receiving Party, public knowledge; or

which after disclosure by the Disclosing Party is lawfully received by the Receiving Party from a third party who has the right to disclose such information to the Receiving Party; or

which becomes part of the public domain through no fault or action on the part of the Receiving Party; or

which is required to be disclosed by law or court order.

**SCOPE**

This Agreement shall not be construed to grant the Receiving Party any licence or other rights, except as expressly set forth above. This Agreement constitutes the full and complete agreement in this matter between the parties. Any amendment to this Agreement must be made in writing and such amendments are valid only upon the mutual consent of both parties.

**DURATION**

The obligations of this Agreement shall be in effect for a period of five (5) years from the effective date of this Agreement.

**ASSIGNMENT**

This Agreement is specific to the parties hereto and the rights and obligations hereunder may not be assigned in whole or in part by either party without the prior written consent of the other party.

**GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed and governed according to the laws of Ireland and shall be subject to the exclusive jurisdiction of the Courts of Ireland.

IN WITNESS WHEREOF the parties hereto signed this Agreement or caused this Agreement to be duly executed by their duly authorized representatives.

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Signed by

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Signed by type here Date

An authorised signatory of type here