

TWO-WAY CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made by and between:

- (1) **IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE**, incorporated by Royal Charter in the United Kingdom, whose address is Exhibition Road, London, SW7 2AZ, United Kingdom ("Imperial"); and
- (2) [Name], incorporated in [England and Wales][under company number], and whose [registered office][principal place of business] is at [address] (the "Company").

RECITALS

The Parties wish to exchange Confidential Information (as defined below) to each other relating to [insert topic of discussions/title of the project to be discussed] (the "Field") and the Parties may only use the said information for the purpose of [(*assessing the possibility of collaborating together on further research project or development*) **or** (*grant application for XY project*), **or** (*if the purpose is different, please specify*)] (the "Permitted Purpose"). The Parties recognize the unauthorized disclosure or use of the Confidential Information could cause the Parties scientific, and/or commercial harm. Therefore, they are willing to enter into an agreement in accordance with the provisions set out herein (the "Agreement").

IT IS NOW AGREED AS FOLLOWS:

1 Definitions

In this Agreement, the following words shall have the following meanings:

Confidential Information	shall mean: <ol style="list-style-type: none">a) in respect of Information provided in documentary form or by way of a model or in other tangible form, Information which at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; andb) in respect of Information that is imparted orally, any Information that the Disclosing Party or its representatives informed the Receiving Party or its representatives at the time of disclosure was imparted in confidence; andc) in respect of Information imparted orally, any note or record of the disclosure; andd) any copy of any of the foregoing; ande) the fact that discussions are taking place between the Parties.
Disclosing Party	shall mean the party to this Agreement that discloses Confidential Information directly or indirectly to the Receiving Party under or in anticipation of this Agreement and in the case of Imperial this shall also include ICIL.
Effective Date	shall mean [].

ICIL	shall mean Imperial College Innovations Limited(company number 03918037), a wholly owned subsidiary of Imperial and responsible for the technology transfer of Imperial, whose registered office is at Level 1 Faculty Building, c/o Imperial.
Information	shall include information in the Field provided directly or indirectly by the Disclosing Party to the Receiving Party in oral or documentary form or by way of models, biological or chemical materials or other tangible form or by demonstrations and whether before, on or after the date of this Agreement.
Parties	shall mean Imperial and the Company and "Party" shall mean either one of them.
Term	shall mean a period of one [1] year from the Effective Date.
Permitted Purpose	shall have the meaning given in the Recital above.
Receiving Party	shall mean the party to this Agreement that receives Confidential Information directly or indirectly from the Disclosing Party. In the case of Imperial this shall also include ICIL.

- 2 **Confidentiality.** The Receiving Party undertakes to the Disclosing Party:
- 2.1 to keep and treat all Confidential Information which may be disclosed by the Disclosing Party as confidential, secret, and the sole property of the Disclosing Party;
 - 2.2 to disclose the Disclosing Party's Confidential Information only to those of the Receiving Party's employees, students or agents who need to have access to it for the Permitted Purpose and to procure that such employees, students or agents are bound by obligations of confidentiality no less onerous to those set out in this Agreement;
 - 2.3 not to disclose or cause the Disclosing Party's Confidential Information to be disclosed in whole or in part to any third party without the prior written consent of the Disclosing Party;
 - 2.4 not to use the Disclosing Party's Confidential Information in whole or in part for any purpose except for the Permitted Purpose;
 - 2.5 not to copy the Disclosing Party's Confidential Information other than for the Permitted Purpose; and
 - 2.6 to take proper and all reasonable measures to ensure the confidentiality of the Disclosing Party's Confidential Information.
- 3 **Exceptions.** The provisions of Clause 2 above shall not apply to any part of the Disclosing Party's Confidential Information which the Receiving Party is clearly able to demonstrate:-
- 3.1 was known to it prior to its receipt by the Receiving Party; or

- 3.2 was in the public domain prior to its receipt by the Receiving Party; or
- 3.3 becomes part of the public domain through no fault of the Receiving Party; or
- 3.4 becomes known to the Receiving Party through the action of a third party not in breach of any relevant legal obligation of confidentiality to the Disclosing Party in respect of such Confidential Information; or
- 3.5 is developed by the Receiving Party independently from the Disclosing Party
- 3.6 it is required to disclose by any applicable law or regulation or the order of any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other Party, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed.
- 4 **Return of information and property.** The Receiving Party acknowledges and agrees that the property and copyright in Confidential Information disclosed to it by the Disclosing Party, including any documents, files and other items containing any Confidential Information, belongs to the Disclosing Party. At the Disclosing Party's written request, the Receiving Party will either return immediately to the Disclosing Party or destroy immediately all Confidential Information which the Receiving Party has received under this Agreement and which may still be in the Receiving Party's possession, including any copies made, and make no further use or disclosure of any of the Confidential Information. The Receiving Party may, however, keep one copy of the Disclosing Party's Confidential Information in its legal adviser's files solely for the purpose of enabling it to comply with the provisions of this Agreement.
- 5 **Term.** This Agreement shall remain in force for the Term, however, the obligations of Confidentiality on the Receiving Party under this Agreement shall continue in force for five (5) years following the end of the Term.
- 6 **No implied rights.** No warranty or representation, express or implied, is given as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Agreement. This agreement shall not be construed
 - 6.1 to grant the Receiving Party any licence or rights other than as expressly set out herein in respect of the Confidential Information, nor
 - 6.2 to require the Disclosing Party to disclose any Confidential Information to the Receiving Party.
- 7 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed (and delivered) will constitute an original of this Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each Party has executed at least one counterpart.
- 8 **Amendment.** This Agreement shall not be amended except in writing by duly authorised signatories of the parties hereto.
- 9 **Successors and assign.** The Parties agree that this Agreement and any subsequent amendments to it shall be binding on their successors in title, and assigns, and undertake to take all necessary steps to ensure that they are so bound.
- 10 **Third parties.** Except for the rights of ICIL as a Disclosing Party who may in their own right enforce the provisions of this Confidentiality Agreement, this Agreement does not create any right enforceable by any person not a party to it ("Third Party") under the

Contracts (Rights of Third Parties) Act 1999.

- 11 **Liabilities.** The liability of either Party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to any indirect or consequential damages or losses.
- 12 **Compliance:** Each of the parties agree to comply with all applicable anti-corruption, anti-bribery and local employment laws, as well as any other applicable legislation, laws and regulations in connection with their performance under this Agreement, (including that relating to import and export control, transportation of hazardous materials, anti-money laundering, and tax laws). In the case of Imperial, it undertakes to comply with all UK and EU legislation that may be applicable under this Agreement. Either Party's failure to comply with any provision of this Clause 12 is considered to be a breach of this Agreement.
- 13 **Law and jurisdiction.** This Agreement shall be governed by and construed in accordance with English Law and shall be subject to the non-exclusive jurisdiction of the English courts.

AGREED by the Parties through their authorised signatories:

For and on behalf of
**IMPERIAL COLLEGE OF SCIENCE,
TECHNOLOGY AND MEDICINE**

For and on behalf of
[Name]

signed

signed

print name

print name

title

title

date

date