**NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is effective from the date of last signature given below and is made **BETWEEN:**

1. **THE UNIVERSITY OF LEEDS**, a higher education institution incorporated by Royal Charter under number RC000658 whose registered address is at Leeds, LS2 9JT; and
2. **[●]**, [a company incorporated in England and Wales under registered number [●]][or insert alternative identification / incorporation details]and whose registered office is at [●]; and
3. **[[●]**, [a company incorporated in England and Wales under registered number [●]][or insert alternative identification / incorporation details]and whose registered office is at [●],] [***DELETE IF NDA IS BETWEEN TWO PARTIES. ANY NUMBER OF ADDITIONAL PARTIES CAN BE ADDED TO THIS NDA. DELETE THIS NOTE FROM THE FINAL VERSION BEFORE SIGNING.***]

each of them being a “**Party**” and together the “**Parties**”.

**BACKGROUND**

1. The Parties wish to hold discussions and exchange Confidential Information for the Permitted Purpose.
2. To protect such Confidential Information, the Parties wish to make clear the terms and conditions on which that Confidential Information is disclosed.

**TERMS AND CONDITIONS**

DEFINITIONS AND INTERPRETATION

* 1. In this Agreement, the following words shall have the following meanings:

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| --- | --- |
| **Authorised Persons** | means the officers, employees, registered students and retained professional advisers of a Party. |
| **Confidential Information** | means all information (including but not limited to know-how, data, analyses, compilations, studies, formulae, processes, designs, specifications, plans, prototypes, models, drawings, computer software, visual demonstrations, and information, whether of a technical, commercial, business or any other nature whatsoever), provided directly or indirectly by a Disclosing Party or another party on its behalf to a Receiving Party, and samples, in each case of a valuable and confidential nature, and any other materials bearing or incorporating any information of a valuable and confidential nature supplied to a Receiving Party in whatever form, including without limitation indocumentary form or by way of models, biological or chemical materials or other tangible form or by demonstrations (and any copies thereof). For the avoidance of doubt, Confidential Information does not include (i) oral information unless the oral disclosures are confirmed to be confidential in writing within 30 days of the date of disclosure and (ii) any information provided before the date of this Agreement. |
| **Disclosing Party** | means a Party to this Agreement that discloses Confidential Information, directly or indirectly to a Receiving Party under or in anticipation of this Agreement. |
| **Permitted Purpose** | means for the purpose of deciding whether to enter into a further agreement regarding a future collaboration [insert further description of proposed collaboration] within the research team of [named investigator]. |
| **Receiving Party** | means a Party to this Agreement that receives Confidential Information, directly or indirectly from a Disclosing Party or a third party on its behalf. |

* 1. All Parties agree that they shall be treated for all the purposes of this Agreement as a Disclosing Party in respect of all Confidential Information which they disclose and as a Receiving Party in respect of all Confidential Information they receive.

OBLIGATIONS OF CONFIDENTIALITY

* 1. A Receiving Party shall hold all Confidential Information received under this Agreement in confidence and use reasonable endeavours to maintain the confidentiality of that Confidential Information.
  2. This Agreement shall be effective from the date on which the last Party signs it and shall expire on the first anniversary of that date. A Party may terminate this Agreement by giving not less than 30 days’ written notice of its desire to do so.
  3. Notwithstanding the earlier expiry of termination of this Agreement, a Receiving Party shall maintain the confidentiality of and Confidential Information it receives under this Agreement for a period of five years from the date on which that Confidential Information was disclosed to it by or on behalf of the Disclosing Party (and the Receiving Party’s obligations under this Agreement shall likewise survive its termination or expiry).

PERMITTED DISCLOSURES

* 1. A Receiving Party may disclose such part of the Confidential Information to those of its Authorised Persons who:
     1. reasonably require access to that Confidential Information in order that the Receiving Party can achieve the Permitted Purpose;
     2. have been informed by the Receiving Party of the confidential nature of the Confidential Information; and the fact that the Disclosing party has provided the Confidential Information to the Receiving Party subject to the provisions of this Agreement; and
     3. have written confidentiality obligations in place with the Receiving Party no less protective of the Confidential Information than the terms of this Agreement, and who have been instructed to treat the Confidential Information as confidential.
  2. A Receiving Party shall procure that any of its Authorised Persons to whom disclosure of the Confidential Information is made shall adhere to the terms of this Agreement as if it were a party hereto and the Receiving Party shall be responsible for taking action to ensure that its Authorised Persons comply with the Receiving Party’s obligations under this Agreement and shall be liable to the Disclosing Party for any breach of this Agreement by such Authorised Persons.
  3. To the extent that a Receiving Party is required to disclose Confidential Information by order of a court or other public body, it may do so, but only to the extent so required. Before making such a disclosure the Receiving Party shall, if the circumstances permit, inform the Disclosing Party of the proposed disclosure as soon as possible; and request that the court or other public body treat the Confidential Information as confidential.

Exceptions to confidentiality obligations

A Receiving Party’s obligations under this Agreement shall not apply to Confidential Information that:

* 1. the Receiving Party can show by written records was already in its possession at the time of acquisition under this Agreement; or
  2. is or becomes publicly known, other than due to a breach of the terms of this Agreement by the Receiving Party or by anyone to whom the Receiving Party disclosed the Confidential Information; or
  3. the Receiving Party obtains from a third-party, and the third-party was not under any obligation of confidentiality with respect to the Confidential Information; or
  4. is developed by any of the Receiving Party’s employees who have not had any direct or indirect access to, or use or knowledge of, the Disclosing Party’s Confidential Information.

Return of information

* 1. Subject to clause 5.2, a Receiving Party shall at a Disclosing Party’s request:
     1. return or destroy (at the Disclosing Party’s option) all Confidential Information provided to it in any form, together with other materials that contain any of the Confidential Information, including all copies made by the Receiving Party and its Authorised Persons; and
     2. confirm in writing to the Disclosing Party that the Receiving Party has complied with its obligations under this Agreement.
  2. The Receiving Party shall be permitted to retain one copy of Confidential Information to the extent necessary to determine and demonstrate compliance with its obligations under this Agreement, including in connection with legal proceedings.
  3. The Receiving Party shall not be required to delete copies of, or any computer records or files containing, Confidential Information that have been created solely by a Receiving Party’s automatic archiving and back-up procedures, provided that such copies are retained for archival purposes only and are not retained for any longer period than other information of a similar nature archived by the Receiving Party.
  4. Following any return of Confidential Information to a Disclosing Party or on termination or expiry of this Agreement, the Receiving Party shall make no further use of the Confidential Information. However, the Receiving Party’s obligations under this Agreement shall otherwise continue in full force and effect.

General

* 1. The Receiving Party acknowledges and agrees that all property, including intellectual property, in Confidential Information disclosed to it by the Disclosing Party shall remain with and be vested in the Disclosing Party and that, save as expressly stated, no licences are granted by this Agreement. The Receiving Party shall not seek or claim any proprietary right or any intellectual property rights of any nature whatsoever in, to, or in respect of, or arising out of the use of any of the Disclosing Party’s Confidential Information.
  2. This Agreement does not include, expressly or by implication, any representations, warranties, or other obligations:
     1. to grant the Receiving Party any licence or rights other than as may be expressly stated in this Agreement;
     2. to require the Disclosing Party to disclose, continue disclosing or update any Confidential Information;
     3. to require the Disclosing Party to negotiate or continue negotiating with the Receiving Party with respect to any further agreement, and a Party may withdraw from such negotiations at any time without liability; nor
     4. as to the accuracy, efficacy, completeness, capabilities, safety, or any other qualities whatsoever of any Confidential Information or materials provided under this Agreement.
  3. This Agreement is personal to the Parties. The Parties shall not assign the benefit of, nor delegate the burden of, this Agreement.
  4. This Agreement constitutes the entire understanding between the Parties to this Agreement in relation to the subject matter and supersedes all prior agreements, negotiations and discussions between the Parties relating to it except in respect of any fraudulent misrepresentation made by a Party.
  5. The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which the Parties submit.
  6. Any representation, conditions, or warranties (whether express or implied by custom, statute or otherwise), relating to the Confidential Information are hereby excluded by the Disclosing Party to the fullest extent permitted by law. The Receiving Party shall not have any claim whatsoever against the Disclosing Party for any loss or damage whatsoever suffered by the Receiving Party arising out of, or in respect of, the Confidential Information.
  7. If any official approval is required by a government authority to disclose the Confidential Information hereunder, such disclosure is subject to that approval. The Parties shall comply in all respects with applicable laws, regulations, and court orders, including but not limited to laws and regulations on export control, in both Parties’ countries and any other applicable countries.
  8. The Receiving Party hereby agrees and acknowledges that common law remedies may not be adequate or appropriate to remedy or compensate for a breach of any of its obligations under this Agreement and that consequently it expressly contemplates and acknowledges that in the event of a breach of such obligations the Disclosing Party shall be entitled if it so requires in any particular case to seek injunctive relief (including specific performance and injunction) in addition to any other available remedy, including damages, from a Court of competent jurisdiction.
  9. No delay, omission, or forbearance by the Disclosing Party to exercise or enforce any right, power or remedy shall operate as a waiver thereof, and any single or partial exercise or enforcement thereof shall not preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any other right, power, or other remedy.
  10. This Agreement may not be released, discharged, supplemented, amended, varied, or modified except by an instrument in writing signed by a duly authorised representative of each of the Parties. The invalidity for any reason whatever of any provisions of this Agreement will in no way affect the remainder of this Agreement which will in all other respects remain valid and enforceable.
  11. Nothing in this Agreement shall be deemed or construed to constitute a partnership or joint venture between the Parties, nor to constitute a Party as the agent or the legal representative of the other Party for any reason whatsoever. No Party is granted any right or authority to act for, or to incur, assume or create any obligation, responsibility, or liability, express or implied, in the name of or on behalf of the other Party or to bind the other Party in any manner whatsoever.
  12. This Agreement may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered is an original, but all such counterparts shall be deemed to constitute one and the same instrument. The Parties agree that the delivery of the Agreement by facsimile or exchange of signatures in PDF files shall have the same force and effect as delivery of original signatures and that the Parties may use such facsimile signatures or exchange of signatures in PDF files as evidence of the execution and delivery of the Agreement by the Parties to the same extent that an original signature could be used.

**IN WITNESS WHEREOF** this Agreement is executed as follows:

|  |  |
| --- | --- |
| **EXECUTED** for and on behalf of  **THE UNIVERSITY OF LEEDS** by: | |
| Signature: | ......................................................... |
| Name: | ......................................................... |
| Title: | ......................................................... |
| Date: | ......................................................... |

|  |  |
| --- | --- |
| **EXECUTED** for and on behalf of  **[COUNTER-PARTY NAME]** by: | |
| Signature: | ......................................................... |
| Name: | ......................................................... |
| Title: | ......................................................... |
| Date: | ......................................................... |

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| --- | --- |
| **EXECUTED** for and on behalf of  **[COUNTER-PARTY NAME]** by: | |
| Signature: | ......................................................... |
| Name: | ......................................................... |
| Title: | ......................................................... |
| Date: | ......................................................... |

[***DELETE THIRD SIGNATURE BLOCK IF NDA IS BETWEEN TWO PARTIES, OR ADD ADDITIONAL SIGNATURE BLOCKS IF NDA IS BETWEEN MORE THAN THREE PARTIES. DELETE THIS NOTE FROM THE FINAL VERSION BEFORE SIGNING.***]