## CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT dated the day of [insert date]

BETWEEN

**NATIONAL UNIVERSITY OF IRELAND GALWAY**, established in University Road, Galway, Ireland **(**“**NUIG**”**)**, on the first part

AND

**[insert full company name]** with registered office at [ **]** on the second part (“[**insert company name**]”)

Collectively hereinafter referred to as the **“Parties”**

# WHEREAS, the parties are interested in [describe project] (the “Project”)

# WHEREAS, the parties wish to provide each other with information of a confidential nature relating to: (i) NUIG’s [insert details] and (ii) [company]’s [insert details] and are entering this agreement for the purpose of keeping such information confidential.

IT IS HEREBY AGREED, FOR FAIR AND REASONABLE CONSIDERATION, AS FOLLOWS:

“**Confidential Information**” means all information whatsoever, irrespective of the means, mode or medium of storage, representation or presentation of same together with all modifications, adaptations and derivations thereof, relating to either Party, including but not limited to (i) investigative studies, research and development activities, reports and findings, clinical trials, consultations, methodologies, proposals, systems, programs, techniques, strategies, improvements, discoveries, processes, innovations, inventions, trade secrets, technical drawings, know-how, formulae, concepts not reduced to material form, designs, plans and models, financial and marketing information and knowledge, business plans and information regarding the affairs of a Party generally, source and object code, arrangements and agreements with third parties, whether given orally, in writing or otherwise; (ii) any derivations of any information or data which embodies, contains or describes the Confidential Information; (iii) any other data or information designated by either Party to be confidential or relating to the current or prospective research, activities or business of that Party; and (iv) information regarding the existence or progress of any negotiations or agreement between the Parties relating to the Project; all being in the field of or relating to [the Project] and NUIG’s Research and [company’s] Research or disclosed by the Parties, or either of them, for the purposes of the Project or otherwise contemplated by this Agreement.

1. In consideration of the Parties making the Confidential Information available to each other, each Party agrees that it will:
	1. take all actions necessary to keep confidential the Confidential Information supplied by the other Party;
	2. not disclose the Confidential Information supplied by the other Party to any third party, corporation or other person whatsoever without the written consent of the other Party;
	3. not to copy, disseminate or use such Confidential Information except as expressly authorised in writing by the other Party.
2. The Parties agree that the obligations of confidentiality shall not apply to that part of the Confidential Information which:
	1. at the time of disclosure is information already generally available to the public;
	2. is independently received from a third party having a *bona fide* right to use or disclose it;
	3. a Party can demonstrate by written record was developed by that Party independently of the disclosure of Confidential Information by the other Party.

If the receiving Party is required to disclose all or part of the Confidential Information by any law, governmental or regulatory authority, supervisory body or authority of competent jurisdiction to whose rules the receiving Party is subject, it will be entitled to do so, provided in each case that the receiving Party shall immediately consult with disclosing Party in advance as to the form, content and timing of the disclosure and shall take all reasonable action to limit such disclosure.

1. Each Party represents that it has a stringent policy and procedures adequate and sufficient to protect its own confidential information from unauthorised disclosure and agrees that the Confidential Information disclosed by the other Party will also be subject to that policy and procedures. Each Party agrees to obligate any and all of its employees or representatives who may have access to any portion of the Confidential Information, in any form, to protect the confidential and proprietary nature of the Confidential Information.
2. Subject to clause 5, each Party agrees, if so requested by the other Party or automatically upon the termination of negotiations and discussions between the Parties in relation to the Project, unless otherwise agreed by the Parties in writing to:
	1. forthwith return to the other Party all written material, photographs and documentation obtained from that Party together with all copies and reproductions made by that Party; or
	2. forthwith destroy all notes, memoranda and data kept in electronic form containing copies or abstracts of the information.
3. The receiving Party may, however, keep a copy of the Confidential Information solely for the purpose of enabling it to comply with the provisions of this Agreement.
4. Nothing in this Agreement shall be deemed to grant any licence, title or interest in respect of any intellectual property rights which does or may subsist, now or in the future, in the Confidential Information of the disclosing Party.
5. The obligations contained within this Agreement shall survive for the duration of the discussions and for a period of three (3) years thereafter.

8. The Parties acknowledge and agree that damages may not be an adequate remedy for any breach of the provisions of this Agreement. In the event the receiving Party were to breach the terms of this Agreement, it agrees that the disclosing party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement; and that no proof of special damages shall be necessary for the enforcement of this Agreement.

9. Each Party acknowledges and agrees that the Confidential Information is disclosed to the other Party in good faith in accordance with this Agreement and, to the best of the disclosing Party’s knowledge, is believed to be true. Neither Party makes any representation or warranty as to the accuracy, completeness or reliability of the Confidential Information disclosed under this Agreement.

10. This Agreement constitutes the whole Agreement and understanding between the Parties with respect to the Project and supersedes all prior discussions between the Parties, and/or their representatives, and all representations, warranties or undertakings with respect to the subject matter of this Agreement.

11. Neither Party shall be entitled to assign any of its rights or obligations under this Agreement.

1. This Agreement shall be governed by and construed by the laws of the Republic of Ireland.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorised representatives of the Parties on the day and year first above written.

**Signed for and on behalf of**

**NATIONAL UNIVERSITY OF IRELAND, GALWAY**

**Authorised Signatory**

**Technology Transfer Office**

In the presence of (witness)

**Signed for and on behalf of )**

**[INSERT COMPANY NAME]**

In the presence of (witness)