TWO-WAY CONFIDENTIALITY AGREEMENT

**THIS AGREEMENT** is made on the \_\_\_ of \_\_\_\_\_\_\_\_\_\_ 20\_\_ (“**Effective Date**”),

**BETWEEN:**

**(1) Queen Mary University of London**, a body registered in England under number RC000710 having its registered address at Mile End Road, London, E1 4NS; and

1. \_\_\_\_\_\_\_\_\_ a [company/ body] registered in [JURISDICTION] under number [NUMBER] whose registered address is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The above entities are collectively referred to as the “**Parties**” and individually referred to as a “**Party**”.

**RECITALS**

The Parties wish to exchange certain Confidential Information on the terms set out in this Agreement.

**OPERATIVE PROVISIONS**

**IT IS AGREED as follows**:

1. Definitions

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

"**Affiliate**" means with respect to a Party, a corporation, company, partnership, joint venture and/or firm which controls, is controlled by or is under common control of such Party. For the purpose of this definition, "control" means (i) the beneficial ownership of at least fifty percent (50%) of the voting securities of a corporation or other business organization with voting securities, or (ii) at least a fifty percent (50%) interest in the net assets or profits of a partnership or other business organization without voting securities.

"**Confidential Information**" means:

a. any information in any form or medium disclosed by a Disclosing Party to a Receiving Party by any means concerning the business affairs, technology, inventions, plans, strategy, products, services (or future products or services), results of research or clinical studies, models or biological or chemical materials of a Disclosing Party or any affiliate of a Disclosing Party and includes the existence and terms of this Agreement and in discussions in relation to or arising out of the subject matter of this Agreement;

b. any copy of any of the foregoing; and

c. the fact that discussions are taking place between the Parties,

in each case where:

1. provided in documentary form or by way of any other tangible form whatsoever is marked as confidential or which can by reasonable implication be deemed to be imparted in confidence; and
2. imparted orally, is stated to be confidential or which can by reasonable implication be deemed to be imparted in confidence.

"**Disclosing Party**" means the Party that discloses Confidential Information directly or indirectly to the Receiving Party under or in anticipation of this Agreement.

“**Purpose**” means [XXXXXX].

"**Receiving Party**" means the Party that receives Confidential Information directly or indirectly from the Disclosing Party.

2. Obligations of confidentiality and restrictions on use. With respect to each item of Confidential Information, the Receiving Party undertakes (a) to keep the Confidential Information in strict confidence; (b) not to disclose it or allow it to be disclosed in whole or in part to any third party other than the employees, directors, consultants and legal advisors of the Receiving Party and its Affiliates without the prior written consent of the Disclosing Party, and (c) not to use it in whole or in part for any purpose other than the Purpose. The Receiving Party undertakes to take proper and all reasonable measures to ensure the confidentiality of the Confidential Information and in no event will the standard of care it uses in this regard be less than that it applies to its own confidential information.

3. Exceptions. The obligations of confidentiality and use set out in this Agreement will not apply to any Confidential Information that a Receiving Party can show by written records:

a. was known to the Receiving Party before the Confidential Information was imparted by the Disclosing Party; or

b. is or subsequently comes into the public domain (through no fault on the part of the Receiving Party); or

c. is received by the Receiving Party without restriction on disclosure or use from a third party lawfully entitled to make the disclosure to the Receiving Party without such restrictions; or

d. is developed by any of the Receiving Party's or its Affiliates' employees without use of that Confidential Information imparted by the Disclosing Party not subject to any of the Exceptions of this Section 3.

4. Notification of mandatory disclosure. Notwithstanding any provision herein to the contrary, in the event that the Receiving Party or any of its Affiliates hereunder becomes obligated by mandatory applicable law, regulatory rule or judicial or administrative order to disclose Confidential Information or any portion thereof, to any governmental authority or court, the Receiving Party may disclose that portion of the Confidential Information that is required by law or regulation to be disclosed, provided that, to the extent practicable, the Disclosing Party is first given notice of the required disclosure and an adequate opportunity to seek appropriate legal relief to prevent such disclosure or limit use and further disclosure of the Disclosing Party’s Confidential Information.

5. Disclosure to employees. The Receiving Party undertakes to permit access to the Confidential Information only to those of its and its Affiliates' directors, employees, consultants and legal advisors who reasonably need access to such Confidential

Information for the Purpose, and on the conditions that such directors, employees, consultants and legal advisors shall have (a) been informed of the Disclosing Party’s interest in the Confidential Information and the terms of this Agreement, and (b) been instructed to treat the Confidential Information as secret and confidential in accordance with the provisions of this Agreement. The Receiving Party will be responsible for ensuring that its Affiliates' directors, employees, consultants and legal advisors comply with the provisions of this Agreement.

6. Return of information and property. The Receiving Party acknowledges and agrees that, as between the Parties, the property and copyright in the Confidential Information, including any documents, files and other items containing any Confidential Information (but only to the extent of such Confidential Information), belong to the Disclosing Party. At the written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party, or certify the destruction of, 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 shall make no further use or disclosure of any of it. 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. The obligations on the Receiving Party under this Agreement in respect of any item of Confidential Information will survive the expiration or termination of this Agreement and continue in force for a period of three (3) years from the date on which such Confidential Information was first disclosed to the Receiving Party.

7. No implied rights. This Agreement shall not be construed (a) to grant the Receiving Party any licence or rights other than as expressly set out herein in respect of the Confidential Information, nor (b) to require either Party to disclose any Confidential Information to the other Party. 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.

8. Term. This Agreement will commence upon the Effective Date and expire on the first anniversary of the Effective Date unless earlier terminated by either Party upon a thirty (30) days’ written notice delivered to the other Party.

9. No Publicity. Neither Party shall use the name, crest, logo or registered image of the other or the other’s Affiliates or officers and/or employees in any communications, public or restricted, including but not limited to, any press release, promotional materials or funding applications, without the prior written consent of the other Party.

# 10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed will constitute a duplicate original, but all the counterparts, will together constitute one agreement.

11. Law and jurisdiction. This Agreement will be governed by and construed In accordance with English law and English courts will have exclusive jurisdiction in any matter relating thereto.

**AGREED** by the Parties through their authorised signatories:

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| --- | --- | --- |
| For and on behalf of Queen Mary University of London\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_date |  | For and on behalf of [COUNTERPARTY NAME]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_date |