

Dated _____ 20__

(1) Dublin City University

and

(2) COMPANY

MODEL ONE-WAY CONFIDENTIAL DISCLOSURE AGREEMENT

ONE-WAY CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement dated 25 August 2017 is between:

- (1) Dublin City University (the “**RPO**”), an academic institution incorporated whose principal address is at Collins Avenue, Glasnevin, Dublin 9, Ireland and
- (2) COMPANY (the “**COMPANY**”), whose principal place of business is at ADDRESS.

The RPO and the COMPANY together shall be referred to as the “**Parties**”, and “**Party**” shall mean either one of them.

Background:

The Parties wish to hold discussions in the field of FIELD (the “**Field**”). The COMPANY wishes to receive confidential information in the Field from the RPO for the purpose of considering whether to enter into a further agreement with the RPO (the “**Permitted Purpose**”).

The Parties agree as follows:

1. Definitions

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

Authorised Persons	shall have the meaning given in clause 3.1.
Confidential Information	<p>shall mean:</p> <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; and(b) in respect of Information that is imparted orally, any information that the RPO or its representatives informed the COMPANY at the time of disclosure was imparted in confidence; and(c) in respect of Confidential Information imparted orally, any note or record of the disclosure and any evaluation materials prepared by the COMPANY that incorporate any Confidential Information; and(d) any copy of any of the foregoing.
Information	shall mean information whether of a technical, commercial or any other nature whatsoever provided directly or indirectly by the RPO to the COMPANY 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.

2. Confidentiality obligations

2.1. In consideration of the RPO providing Confidential Information, at its discretion, to the COMPANY, the COMPANY shall:

2.1.1. keep the Confidential Information secret and confidential;

- 2.1.2. neither disclose nor permit the disclosure of any Confidential Information to any person, except for disclosure to Authorised Persons in accordance with clause 3, or to a court or other public body in accordance with clause 4;
- 2.1.3. not use the Confidential Information for any purpose, whether commercial or non-commercial, other than for the Permitted Purpose;
- 2.1.4. make only such limited number of copies of the Confidential Information as are required for the Permitted Purpose, and provide those copies only to Authorised Persons; and
- 2.1.5. take proper and all reasonable measures to ensure the confidentiality of the Confidential Information.

3. Disclosure to employees

- 3.1. The COMPANY may disclose the Confidential Information to those of its officers, employees (together, the “**Authorised Persons**”) who:
 - 3.1.1. reasonably need to receive the Confidential Information to enable the COMPANY to achieve the Permitted Purpose;
 - 3.1.2. have been informed by the COMPANY (a) of the confidential nature of the Confidential Information, and (b) that the RPO provided the Confidential Information to the COMPANY subject to the provisions of a written confidentiality agreement;
 - 3.1.3. have written confidentiality obligations to the COMPANY that (a) are no less onerous than the provisions of this Agreement, and (b) apply to the Confidential Information, and who have been instructed to treat the Confidential Information as confidential;
- 3.2. The COMPANY shall be responsible for taking reasonable action to ensure that its Authorised Persons comply with the COMPANY’s obligations under this Agreement and, without prejudice to any other right or remedy of the RPO, shall be liable to the RPO for any breach of this Agreement by such Authorised Persons.

4. Disclosure to court, etc.

- 4.1. To the extent that the COMPANY is required to disclose Confidential Information by order of a court or other public body that has jurisdiction over the COMPANY, it may do so. Before making such a disclosure the COMPANY shall, if the circumstances permit:
 - 4.1.1. inform the RPO of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information);
 - 4.1.2. ask the court or other public body to treat the Confidential Information as confidential; and
 - 4.1.3. permit the RPO to make representations to the court or other public body in respect of the disclosure and/or confidential treatment of the Confidential Information.

5. Exceptions to confidentiality obligations

- 5.1. The COMPANY’s obligations under clause 2 shall not apply to Confidential Information that:
 - 5.1.1. the COMPANY possessed before the RPO disclosed it to the COMPANY; or
 - 5.1.2. is or becomes publicly known, other than as a result of breach of the terms of this Agreement by the COMPANY or by anyone to whom the COMPANY disclosed it; or

- 5.1.3. the COMPANY obtains from a third party, and the third party was not under any obligation of confidentiality with respect to the Confidential Information; or
- 5.1.4. it can show (as demonstrated by its written records or other reasonable evidence) has been developed by any of the COMPANY's employees who have not had any direct or indirect access to, or use or knowledge of, the RPO's Confidential Information.

6. Return of information and surviving obligations

- 6.1. Subject to clause 6.2, the COMPANY shall (a) at the RPO's request, and (b) upon any termination of this Agreement:
 - 6.1.1. either return to the RPO or destroy (at the RPO's option) all documents and other materials that contain any of the Confidential Information, including all copies made by the COMPANY representatives;
 - 6.1.2. permanently delete all electronic copies of Confidential Information from the COMPANY's computer systems; and
 - 6.1.3. provide to the RPO a certificate, signed by an officer of the COMPANY, confirming that the obligations referred to in clauses 6.1.1 and 6.1.2 have been met.
- 6.2. As an exception to its obligations under clause 6.1, the COMPANY may retain one copy of the Confidential Information, in paper form, in the COMPANY's legal files for the purpose of ensuring compliance with the COMPANY's obligations under this Agreement.
- 6.3. This Agreement will take effect as of the Effective Date and will remain in full force for a period of twelve (12) months from the Effective Date. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other Party. Following the date of any termination of this Agreement, or any return of Confidential Information to the RPO ("**Final Date**"), (a) the COMPANY shall make no further use of the Confidential Information, and (b) the COMPANY's obligations under this Agreement shall otherwise continue in force, in respect of Confidential Information disclosed prior to the Final Date, in each case for a period of 5 years from the date of this Agreement.

7. General

- 7.1. The COMPANY acknowledges and agrees that all property, including any intellectual property, in the Confidential Information shall remain with and be vested in the RPO.
- 7.2. This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
 - 7.2.1. to grant the COMPANY any licence or rights other than as may be stated in this Agreement;
 - 7.2.2. to require the RPO to disclose, continue disclosing or update any Confidential Information;
 - 7.2.3. to require the RPO to negotiate or continue negotiating with the COMPANY with respect to any further agreement, and either Party may withdraw from such negotiations at any time without liability; nor
 - 7.2.4. as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any information or materials provided under this Agreement.
- 7.3. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland and each Party agrees to submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

Agreed by the Parties through their authorised signatories:

For and on behalf of
Dublin City University

Signed

Name

Title

Date

For and on behalf of
COMPANY

Signed

Name

Title

Date