

CONFIDENTIALITY AGREEMENT

1. **Parties:** The parties to this confidentiality agreement and the parties' addresses are:

NAME

("Company")

AND

Katholieke Universiteit Leuven (UZ Leuven), for the purposes of this agreement represented by Universitaire Ziekenhuizen Leuven, with its offices at Herestraat 49, 3000 Leuven, Belgium ("UZ Leuven") acting on request of Prof. dr. NAME.

2. **Effective Date:** This confidentiality agreement (this "**Agreement**") is effective as of DATE (the "**Effective Date**").

3. **Purpose:** The purpose of the disclosure of Confidential Information, as defined under article 7 of this Agreement, (the "**Purpose**") is: DESCRIBE PURPOSE

4. **Disclosing party:** The party disclosing Confidential Information under this Agreement ("**Disclosing Party**") shall be:

- Company
- UZ Leuven
- Both

5. **Receiving party:** The recipient of Confidential Information under this Agreement ("**Receiving Party**") shall be:

- Company
- UZ Leuven
- Both

The obligations under this Agreement apply to the directors, officers, employees, agents, subcontractors, healthcare professionals and professional advisers of the Receiving Party and of any Affiliate of the Receiving Party, as defined under article 6 of this Agreement.

6. **Affiliates.** In this Agreement references to Company shall be deemed to include respectively any Affiliate. "Affiliate" shall mean any company controlling, controlled by or under common control with the relevant party where control means direct or indirect ownership of at least 50% of the voting stock or interest in a company or control of the composition of the board of directors. Company agrees to be responsible for actions and omissions of its Affiliates

7. **Confidential Information.** "**Confidential Information**" means any information disclosed by a party under this Agreement which is:

- (a) within the scope of section 3; and
- (b) disclosed in tangible form and marked "Confidential" or "Proprietary" (or words of similar import) or that is intended to be confidential; or disclosed in intangible form such as electronically, orally or by

visual inspection and thereafter identified in writing to the Receiving Party as being "Confidential" or "Proprietary" by the Disclosing Party within thirty (30) days of such disclosure.

Information to which Receiving Party gains access during visits to the facilities of the other party shall also be assumed confidential by Receiving Party, even if such information is provided orally or visually and not reduced in writing. Confidential Information may include, but is not limited to, data, know-how, formulas, processes, documents, designs, sketches, photographs, plans, graphs, drawings, specifications, equipment, reports, customer lists, pricing information, studies, findings, inventions and ideas. Confidential Information also includes the existence, terms and purposes of this Agreement.

8. **Exclusions.** The Receiving Party shall be under no obligation with respect to any information which Receiving Party establishes
- (a) if it is or becomes generally available to the public through no fault of the Receiving Party; or
 - (b) if it is received by the Receiving Party from a third party who is in rightful possession of such information and has the legal right to make such disclosure, or
 - (c) if Receiving Party can show by written records was in its possession prior to disclosure hereunder and that such information was acquired legally and not directly or indirectly from the other party or (d) is independently developed by an employee of the Receiving Party or an employee of its Affiliate (as defined above) who has had no access to the Disclosing Party's Confidential Information, or
 - (d) if it is required by law to be disclosed during the term of this confidentiality obligation, such disclosure not being considered a breach of this Agreement so long as Receiving party
 - (i) notifies Disclosing Party in writing as far as possible in advance of the disclosure so as to allow Disclosing Party to take legal action to protect its Confidential Information as appropriate and
 - (ii) discloses only that information required to comply with the legal requirement, and
 - (iii) continues to maintain the confidentiality of this Confidential Information with respect to all other third parties.

Confidential Information shall not be deemed to be within the foregoing exceptions merely because it is (1) specific and embraced by more general information in the public domain or Receiving Party's possession or (2) a combination of information from multiple sources. The burden of proving the applicability of any of these exceptions resides with the Receiving Party.

9. **Restrictions.** The Receiving Party shall:
- (a) exercise the same degree of care that it exercises with respect to its own information which it desires to maintain as confidential (but in no event less than reasonable degree of care) to prevent its disclosure to any third party;
 - (b) restrict its use to the Purpose (and not use it for any other purposes);
 - (c) limit its disclosure to its employees or employees of its Affiliates, agents and consultants whose duties justify the need to know such information in furtherance of the Purpose, who have been advised of the existence and terms of this Agreement, and who are legally obligated to protect the Confidential Information from unauthorized disclosure or use.

10. **Term.** All confidentiality obligations under this Agreement shall continue for a period of NUMBER years¹ from the Effective date or until such Confidential Information no longer qualifies as confidential under applicable law or otherwise set forth in Section 8.

11. **Return of Confidential Information.** Within thirty (30) days following the receipt of a written request from the Disclosing Party, the Receiving Party shall deliver all tangible materials containing or embodying the Disclosing Party's Confidential Information to the Disclosing Party or, at the Disclosing Party's option, certify that all such materials in the Receiving Party's possession have been destroyed, provided that the Receiving Party may retain in its confidential files one copy of any written materials for purposes of verifying compliance with this Agreement.

¹ Maximum 10 years.

12. **Ownership.** All Confidential Information is and shall remain property of the Disclosing Party. By disclosing Confidential Information to the Receiving Party, the Disclosing Party does not grant any express or implied rights or license to the Receiving Party to or under any patents, patent applications, inventions, copyrights, trademarks, trade secret information, or other intellectual property rights heretofore or hereafter possessed by the Disclosing Party.
13. **Receiving Party's liability.** The Receiving Party is liable to the Disclosing Party for any unauthorized use or disclosure of Confidential Information by any third party to whom the Receiving Party discloses it
14. **Remedies.** If either party should breach or threaten to breach any of the provisions of this Agreement, the non-breaching party, in addition to any other remedies it may have at law or in equity, will be entitled to a restraining order, injunction, or other similar remedy in order to specifically enforce the provisions of this Agreement. Each party specifically acknowledges that money damages alone would not be an adequate remedy for breach of any of the provisions of this Agreement. Accordingly, either party shall be entitled, without proof of special damages, to seek an injunction or other legal or equitable interim remedy for any threatened or actual breach of this Agreement. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses.
15. **Disclaimer.** WITH RESPECT TO CONFIDENTIAL INFORMATION, THE DISCLOSING PARTY MAKES NO, AND DISCLAIMS ALL, WARRANTIES OF ACCURACY, RELIABILITY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. CONFIDENTIAL INFORMATION AND SAMPLES ARE PROVIDED ON AN "AS-IS" BASIS. The Disclosing Party shall not be liable for any inaccuracy or lack of completeness of the Confidential Information.
16. **Duty to Notify.** The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of the Agreement by the Receiving Party or any of its representatives, and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of its Confidential Information and prevent its further unauthorized use or disclosure. The Receiving Party shall be responsible for the acts of any of its representatives that are in violation of this Agreement.
17. **Notices.** All notices and other communications under this Agreement shall be deemed to have been duly given three (3) days after being sent by certified mail, postage prepaid, or one day after being sent by overnight courier, and addressed to the parties as set forth in Section 2, or to such other address as a party designates by written notice to the other.
18. **Authority.** Neither party has the authority to bind or obligate the other in any way, nor will it represent that it has such authority. The parties each represent to the other that it has full power and authority to execute the Agreement and perform its obligations under it. The Receiving Party further represents that it is acting as a principal and not an agent. The parties further represent that such execution and performance will not infringe the rights of any third party.
19. **Governing Law and jurisdiction.** This Agreement and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with Belgian law. The [Brussels] courts have jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement or its subject matter or formation (including any non-contractual dispute or claim).

In witness whereof, this Agreement has been executed by duly authorised representatives on behalf of the parties and shall be in full force and effect as of the Effective Date.

UZ Leuven

Company

Signature

Signature

Name:

Name

Title: Chief Executive Officer

Title

Date of Signature

Date of Signature

For approval:

Investigator

Signature

Name

Title

Date of Signature