

CONFIDENTIALITY AGREEMENT

BETWEEN

The University of Rennes 1,

Scientific, Cultural and Professional Public Establishment ,

whose registered office is 2, rue du Thabor – CS 46510 – 35065 Rennes cedex,

SIRET No , APE code 8542 Z: ,

represented by its President, David ALIS hereinafter referred to as "the University",

acting on its behalf within the frame of the laboratory , UMR

(joint supervision) No ,

led by

hereinafter referred to as "the Laboratory",

AND

company with a capital of EUR , whose registered office is

located sis , registered with the Trades and Commerce Register

of under number ,

Represented by , in his/her capacity as

Hereinafter referred to as "the Company"

Hereinafter referred to individually as "the Party" and collectively as "the Parties".

Whereas:

The Laboratory has an expertise in .

The Company is .

The Parties intend that certain confidential items are or may be exchanged between them to , hereinafter referred to as "the Project".

The Parties, recognizing that disclosure of some of their information could harm their research and/or marketing policies , have agreed to draft this Confidentiality Agreement.

Accordingly, the Parties agree as follows:

Article 1 - Definitions

"Agreement" means this document.

“Scope“ means exchanges of Confidential Information between the Parties in the scope of the Project.

"Confidential Information" means all information or data whatever is its form, and including, but not limited to, all written or printed documents, all samples, templates, methods, or processes, scientific and/or technical know-how, prototype, patent, software, ideas, designs, concepts, works, not disclosed to the public and exchanged by the Parties in the Scope defined above, in writing or orally, or more generally all means of disclosure chosen by the Parties during the validity term of this Agreement and subject to the word "confidential" being affixed legibly on the media containing said information or at least on the transmission slip of said media or, in the case of an oral disclosure, that the Party having disclosed said information made their confidential nature orally known at the time of disclosure and confirmed clearly and unequivocally in writing their confidentiality.

It is understood between the Parties that the information exchanged between them in the Scope at the meeting held on _____ is deemed to be Confidential Information. Each of the Parties formally state that it has kept this information, since its communication by the other Party, in the strictest confidentiality.

Article 2: Purpose

The purpose of the Agreement is to define the rules applicable to the use and protection of the Confidential Information by the Parties in the Scope.

Article 3 - Protection of Confidential Information

3.1 The contact persons under the Agreement are:

- For the Laboratory:
- For the Company:

3.2 The Parties and each member of their staff and their corporate officer, manager and director shall consider and treat the Confidential Information received from the other Party under the Agreement, as confidential and as the exclusive property of the disclosing Party.

3.3 Accordingly, each Party agrees to keep the Confidential Information strictly confidential and particularly to take any material measure required for this purpose, and in particular:

- to give this Confidential Agreement the same degree of care and protection as it gives its own Confidential Information, and in any event, not below reasonable protective measures;
- not to disclose, distribute, reproduce and not to publish or communicate the Confidential Information to any third party, in whole or in part, directly or indirectly, and in any manner whatsoever;
- not to use the Confidential Information received from the other Party out of the Scope; without the prior written approval of this Party;

➤ to only give access and disclose the Confidential Information to its staff members, corporate officer, manager or director who need to know it for the exclusive requirements of the Agreement and only after informing them of the confidential nature of the information exchanged and having ensured that they individually satisfy the commitments hereunder. In any event, each Party shall be liable for the breach of this Agreement by a member of its staff or any corporate officer, manager and director.

3.4 This obligation of confidentiality shall be valid throughout the duration of the Agreement and for a period of four (4) years from the effective date of the Agreement stipulated below.

Article 4 - Restriction of use and guarantee

The Agreement does not give the Parties any right of use or licence on the Confidential Information communicated by the other Party.

This Confidential Information may only be used within the framework and the limits of the Scope. Any use of the Confidential Information, outside these limits and/or not in compliance with Article 3 shall therefore be subject to the signature of a specific agreement between the Parties.

The Agreement does not create any obligation for the Parties to enter into a subsequent agreement.

The Parties do not offer any guarantee as to the accuracy and exhaustiveness of the Confidential Information transmitted. It is provided "as is" without guarantee of any kind, express or implied, concerning its adaptation to any use for which it is intended and the disclosing Party shall not in any way be liable with regard to the receiving Party following the use by the latter of the Confidential Information.

Article 5 - Property

The Parties agree that the right of ownership on all the Confidential Information which the Parties provide to each other under this Agreement belongs, subject to the rights of third parties, to the Party from which it originates.

Each Party therefore confirms that (a) it is the owner of, or has a right of use over the Confidential Information which it communicates to the other Party under the Agreement and (b) does not have agreements or commitments with third parties which (i) would prevent it from leading discussions, entering into the Agreement or (ii) would contradict its obligations under the Agreement.

None of the stipulations of the Agreement may be interpreted, expressly or implicitly, as conferring a title of ownership and/or any preferential claim, or transferring a licence to the receiving Party, of any kind whatsoever over the disclosing Party's Confidential Information.

All Confidential Information and any of its copies shall be returned to the disclosing Party upon its request at the end of the Agreement or destroyed depending on the option chosen by the disclosing Party, the destruction of the Confidential Information being confirmed in writing.

Article 6 - Exclusion

The confidentiality obligations and the restrictions on any use specified by Article 4, shall not apply to the information which:

- is public on the date of its disclosure, becomes public without breach of the agreement by the receiving party,
- is already known by the receiving Party on the effective date of the Agreement, where proof can be provided,
- is subsequently received by a third party having the right to make it available, where proof can be provided,
- is disclosed under a law or applicable regulations obliging one of the Parties to disclose the Confidential Information,
- must be disclosed on the request of a legally competent jurisdiction requiring a Party to disclose the Confidential Information. In this case, the Party which is the subject of such a measure should promptly notify the other Party, insofar as it is allowed to do so.

Article 7 - Term

The Agreement shall be effective from its signature date by the latter of the Parties. It is valid for a term of twelve (12) months from this effective date.

The end of the Agreement shall not release the Party receiving Confidential Information from its obligation to comply with the provisions of Articles 3, 4 and 5 above regarding the use, protection and restitution of said Confidential information received before the end, the obligations contained in these provisions remaining in force for the period specified in the said Articles.

Article 8 - Disputes

If an out-of-court settlement is not reached any dispute between the Parties on the interpretation and/or execution of the Agreement shall be submitted to the competent courts in France which shall decide according to the laws of France.

Article 9 - General Provisions

9.1 Assignment

The Agreement is entered into "intuitu personae" and may not therefore be the object of any assignment to a third party by one of the Parties without the prior written consent of the other Party.

8.2 Completeness

The Agreement constitutes the entire undertakings of the Parties with respect to the Confidential Information exchanged. It replaces all prior agreements.

8.3 Amendments to the Agreement

Any addendum, change or amendment brought to the Agreement shall be valid if it is completed in writing and signed by the representatives duly authorised to bind each Party.

Signed at _____, on _____

On behalf of the University

David, ALIS, President

Signature :

Signed at _____, on _____

On behalf of the Company

Signature: