Non-Disclosure Agreement

This agreement is made between, (the discloser) with an address at and DCU (the recipient) with an address Glasnevin, Dublin 9, Ireland.

# Whereas

The Discloser possesses certain proprietary or confidential information, technical knowledge, data and/or know-how (“Confidential Information”)

**And Whereas**

The Discloser is willing to disclose such Confidential Information to the Recipient in writing, orally or by demonstration as is practical within the context of their mutual discussions.

**It is agreed as follows:**

1. The Recipient undertakes to treat and all of such Confidential Information as strictly confidential and not to divulge it to any third party for any purpose whatsoever and not to make use of such Confidential Information, or any part thereof, for any purpose without the Discloser’s prior written consent.
2. The undertaking in Clause (1) above shall not apply to:
3. information which at the time of disclosure is published or otherwise generally available to the public; or
4. information, which after disclosure by the Discloser, is published or becomes generally available to the public otherwise than through any act or omission on the part of the Recipient; or
5. information which the Recipient can show, by reasonable written record, was in its possession at the time of disclosure and which was not acquired directly or indirectly from the Discloser; or
6. Information rightfully acquired from a third party who did not obtain it under pledge or secrecy to the Discloser or another.

In any event, the obligation of Paragraph 1 shall terminate five (5) years after the date of disclosure of the Confidential Information.

1. The Discloser shall identify information it deems to be Confidential Information as follows:
2. All Confidential Information, whether in writing or materials, shall be conspicuously labelled as such and no duplication thereof is authorised.
3. All Confidential Information disclosed orally or by inspection shall be clearly identified as such by the Discloser and confirmed in writing as being Confidential Information within ten (10) days after the initial disclosure.
4. The Recipient shall ensure that its employees who have access to the Confidential Information of the Discloser have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees.
5. The Recipient understands that the Confidential Information disclosure is provided “as is” without any warranty or guarantee of any kind by the Discloser. The Discloser shall not be liable for any damages, loss, expense or claim of loss arising of any kind from the use of, or reliance upon, such Confidential Information by the Recipient.
6. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, at its sole direction, to terminate the discussions contemplated by this Agreement.
7. This Agreement shall be governed by the laws of the Republic of Ireland.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate

Signed Signed

On behalf of on behalf of DCU

By By

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Print Name: Print Name:

Title: Title:

Date: Date: