**Confidentiality Agreement (One-way)**

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| 1. The Parties |  | 1. Aarhus University Business reg. no. 31 11 91 03 Department of [insert]   Nordre Ringgade 1 8000 Aarhus C Denmark  ("AU")  and   1. Company Business reg. no. INSERT REGISTRATION NO. ADDRESS POSTAL CODE AND CITY COUNTRY (“NZ”) |
| 1. The Purpose of the Agreement |  | The parties wish to enter into discussions about a possible initiation of a co-operation between the parties concerning [insert] (“Purpose”).  The disclosing party [Insert] wish to disclose information of a confidential nature to the receiving party [Insert] for the Purpose. And the receiving party wish to receive such confidential information.  The disclosing party is not obligated to disclose information of a confidential nature to the receiving party. |
| 1. What is Confidential Information |  | “Confidential Information” means any information and data disclosed orally, visually or in writing by the disclosing party to the receiving party relating to the Purpose, and which   1. has been labelled “Confidential” or the like by the disclosing party at the time of disclosure, 2. the disclosing party orally has instructed to be of confidential nature and within 10 business days thereafter labelled “Confidential” or the like by the disclosing party , **or** 3. is of obvious confidential nature for the receiving party.   Confidential Information can for example include:   * business, commercial, research, scientific, trade secrets or technical information, and/or * technologies, inventions, patent applications, processes, results, procedures, rights, specifications, design, plans, drawings, software, models, know how, prototypes, strategies and information covered by confidentiality in the Danish Public Administration Act. |
| 1. The Receiving Party’s Obligations |  | The receiving party is obligated to:   1. use the Confidential Information only for the Purpose; 2. not distribute or disclose the Confidential Information to any party not part of this agreement. 3. keep Confidential Information confidential with the same degree of care as is used to protect the receiving party's own Confidential Information, but at least with reasonable care; and 4. only disclose the Confidential Information to employees and agents of the receiving party on a need-to-know basis, each of whom shall be bound by a confidentiality obligation not less stringent as set out under this agreement.   The receiving party is obliged to inform the disclosing party immediately in writing about any violation of this agreement. |
| 1. What is **Not** Confidential Information?   Burden of Proof |  | The duty to keep Confidential Information confidential does not apply to information which:   1. was in the receiving party's possession without confidentiality obligation before the receiving party got the information from the disclosing party; 2. at the time of disclosure was or is, or later becomes publicly available through no breach of the agreement by the receiving party; 3. was lawfully obtained by the receiving party from a third party without an obligation of confidentiality; or 4. was developed by the receiving party independently of the disclosure from the disclosing party;   The receiving party shall be able to demonstrate that the received information is covered by section 6. a)-d) if the receiving party wishes to rely hereof. |
| 1. Required by Law or Order to Disclose   Obligation to Inform |  | The obligation to keep Confidential Information confidential does not apply if the receiving party is required to disclose the Confidential Information by law, court decision or legitimate order from a government agency.  The receiving party shall inform the disclosing party of an actual requirement to disclose Confidential Information as soon as it occurs and always before the disclosure takes place. |
| 1. STOP Use and the Return or deletion of Confidential Information   Archiving |  | The disclosing party can at any time instruct the receiving party to immediately **stop using** the received Confidential Information and return or delete all received Confidential Information.  This also includes other material, which may have been prepared or developed by the receiving party containing Confidential Information.  The receiving Party is entitled to keep one copy in its confidential files for regulatory compliance and record keeping purposes. |
| 1. No Warranty   No Liability  No License or Change of Ownership |  | No **warranty** or representation of any kind is made as to:   * + the sufficiency or fitness for Purpose   + or the absence of any infringement of any proprietary rights of third parties   regarding Confidential Information supplied under this agreement.  The disclosing party shall not be liable for the receiving party’s use of the Confidential Information. The receiving party shall be entirely and solely **liable** for his/her/its use of Confidential Information.  The parties will not be liable for any consequential, indirect, exemplary, punitive, special or incidental damages, including for any lost data or lost profits, arising from or relating to the Confidential Information or this agreement, unless such damage was caused by a willful act or negligence.  Nothing in this agreement shall affect the **ownership of any Confidential Information** or any intellectual property rights therein.  The disclosing party shall remain the owner or controller of the Confidential Information.  Nothing in this agreement constitutes a license to use the Confidential Information for other purposes than the Purpose. |
| 1. Effective Date and Duration   When is the Agreement in Force?  Confidentiality Obligation – How Long? |  | This agreement shall be in effect and cover Confidential Information disclosed:   * from [insert date] which is the date the disclosing party first disclosed Confidential Information to the receiving party, even if the Effective Date is retrospective of the signatures hereto, (“the Effective Date”); and * until a period of 1 (one) year after the Effective Date.   The consent granted to **use** the disclosing party’s Confidential information for the Purpose expires one (1) year after the Effective Date. The receiving party shall **keep Confidential Information confidential** for three (3) years after the Effective Date. |
| 1. In Case of a Legal dispute |  | This agreement shall be governed by Danish Law, with the exception however of Danish international private law and rules concerning choice of law to the extent that such rules would lead to application of another country’s law.  Any dispute between the parties arising from this agreement and which cannot be settled out of court by negotiation between the parties must be tried at the ordinary court in Aarhus as court of first instance. |
| 1. Signatures |  | A facsimile copy, or an electronically scanned and transmitted copy (such as a PDF), of an executed counterpart of this agreement shall have the same force and effect as an original.   1. For Aarhus University   Date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name  Head of Department  Read and acknowledged  Date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Responsible researcher, AU, name + title]   1. For Company   Date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name  Title |