Print Form

Strictly Confidential

Confidentiality Agreement

[Ceding of information from XXX]

Between University of Southern Denmark

And

On the **[Date]**, the following Confidentiality Agreement ("the Agreement") has been made between:

(1) **The University of Southern Denmark** ("the Company") and

(2) **[Party 2]**

(Hereinafter, the Company and XXX will be referred to jointly as "the Parties" and separately as "the Party").

1 Evaluation Material

1.1 In connection **[with and for the purpose of pending discussions about a possible initiation of a co-operation between the Parties concerning […]]** ("the Co-operation"), XXX intends to discretionally pass on to or discretionally give the Company access to certain information and material concerning business, financial, technical, scientific, research and other relations, including, but not limited to, technology, inventions, processes, procedures, rights, specifications, design, plans, drawings, software, prototypes and strategies ("Evaluation Material").

1.2 The Company shall handle this Evaluation Material in accordance with this Agreement.

2 Confidentiality Obligations

2.1 The Company (i) shall only use the Evaluation Material for the purpose of assessing the possibility of completing potential negotiations concerning establishment of the Co-operation and (ii) shall keep the Evaluation Material confidential. Thus, the Company shall not under any circumstances pass on Evaluation Material to a Third Party, including other companies which may form part of the same group as the Company.

2.2 The Company is only - for the purpose of this Agreement - entitled to give the necessary people at the Company access to the Evaluation Material, and the Company shall impose an obligation on all these individuals to act in accordance with this Agreement. The Company shall make a list of the people who are given access to the Evaluation Material, and XXX shall upon request be provided with a copy of this list.

2.3 If the Company on the basis of public law regulations should become obligated to pass on Evaluation Material, the Company is obligated to give XXX written notification about this immediately, so that XXX has the opportunity to protect its interests as much as possible.

3 Limitations to Evaluation Material

3.1 Evaluation Material does not include information and/or material:

3.1.1 which was already publicly accessible when the Company received or got access to the Evaluation Material;

3.1.2 which after the time of the Company's reception of or access to the Evaluation Material has become publicly accessible without this being due to the Company's violation of this Agreement;

3.1.3 which was already legally in the Company's possession when the Company received or got access to the Evaluation Material;

3.1.4 which the Company legally and without restrictions has received from a Third Party after the Company had received or gained access to the Evaluation Material – provided that the mentioned Third Party itself was entitled to pass on the relevant information and/or material to the Company without restrictions; or

3.2 The Company shall give the XXX immediate written notification if the Company receives or has received Evaluation Material which the Company believes is covered by sub-clause 3.1. In case of disagreement between the Parties, it is the responsibility of the Company - upon presentation of written material from the relevant time periods - to prove that received Evaluation Material is covered by sub-clause 3.1.

4 Violation, property law, returning and depositing

4.1 The Company is obligated to inform XXX immediately in writing about any violation of this Agreement.

4.2 All Evaluation Material shall remain the property of XXX.

4.3 Upon request from XXX, the Company shall immediately stop using the material in accordance with clause 2 and return all received Evaluation Material, including all copies, transcripts and other material which may have been prepared by the Company and which may contain Evaluation Material. If the Parties agree, the Company may choose to destroy the Evaluation Material.

5 Duration

5.1 All obligations in accordance with this Agreement shall run for a period of five years after the latest reception of Evaluation Material.

6 Further Scope of the Agreement

6.1 This Agreement does not assign other rights to the Parties and does not impose other limits or obligations than what follows explicitly from this Agreement. For example, the Agreement does not contain:

6.1.1 an obligation for XXX to cede or give access to information or material,

6.1.2 a consent to the Company to, after expiration of the period mentioned in clause 5, make use of received Evaluation Material which the Company, in accordance with other rules, including rules of intellectual property law, may have been cut off from using,

6.1.3 a commitment or offer from one or both Parties to initiate or continue discussions about a co-operation, including the Co-operation, or

6.1.4 obligations of exclusitivity or other limitations – except from the explicit obligations which follow from this Agreement.

7 Choice of Law and Venue

7.1 This Agreement and its interpretation and application 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.

7.2 Any dispute between the Parties arising from this Agreement, including interpretation and application of the Agreement, and which cannot be settled out of court by negation between the Parties must be tried at the Maritime and Commercial Court in Copenhagen as court of first instance.

Place:	Place:
Date:	Date:
For:	For:
The University of Southern Denmark	XXX
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Name:	Name:
Title:	Title: