**CONFIDENTIAL DISCLOSURE AGREEMENT**

Between

\_\_\_\_\_YYYY\_\_\_\_\_\_\_\_\_\_\_

Hereinafter referred to as YYYY

whose registered office is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Represented by YYYY in his quality of…..

[optional]

Acting in its own name and on behalf of [indicate the entities represented] within the scope of [indicate the name of the organisation concerned (UMR, GIS, etc.)]

For the first part

And

\_\_\_\_\_XXXX\_\_\_\_\_\_\_\_\_\_\_

Hereinafter referred to as XXXX

whose registered office is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Represented by XXXX in his quality of…..

For the second part

(hereinafter individually referred to as “the Party” and collectively to as "the Parties")

WHEREAS the Parties want to exchange confidential information relating to research results obtained in Institut Carnot 3BCAR on ….

WHEREAS the exchange of Confidential Information between the Parties will occur [Option 1: repeatedly over a period of X months XXXX] [Option 2: during the meeting of XX/XX/XX (date)] and will aim at evaluating and determining the Parties’ interest in entering into a research partnership in the field mentioned above/in the following field: ….. (“the Field”).

NOW THEREFORE the Parties agree as follows:

In the framework of this Agreement, “Confidential Information” means all information, whatever its nature, disclosed orally or in writing between the Parties.

Considering the confidential nature of this Confidential Information and in order to ensure its protection against inappropriate use or unauthorised disclosure to third parties, the Parties agree:

1. to give this Confidential Information only to its permanent and non-permanent staff who agree to comply with the provisions of this agreement, and
2. to take all measures to prevent its employees from disclosing all or part of the Confidential Information to a third party without the other Party 's prior written consent, and
3. not to file a patent application or any other title or deed of industrial property including the Confidential Information, and
4. not to use the Confidential Information with the purpose of direct or indirect exploitation or with another purpose than the Field, without the other Party's prior written consent, and
5. not to do any publications or communications including all or part of the Confidential Information, and
6. not to copy, duplicate or reproduce in whole or in part this Confidential Information without the other Party's prior written consent.

None of these provisions may be interpreted as granting a license and/or any right and/or any title or deed of industrial property whatsoever for the use of the Confidential Information.

Any use of the Confidential Information except as authorised herein, can only be subject to a a prior specific agreement between the Parties.

Are not considered as Confidential Information all information for which the receiving Party shall prove:

1. that the information was in the public domain at the time it was communicated; or
2. that it later entered the public domain otherwise than by a failure to comply with the commitments of confidentiality of this agreement; or
3. that the receiving Party was in possession of the information prior to its being communicated and that such information has not been obtained under a confidential disclosure agreement; or
4. that it received the information freely from a third party authorised to disclose it; or
5. that it is legally required to communicate the information, provided, in this case, that the receiving Party shall notify the disclosing Party of any such disclosure requirement as soon as possible; so as to permit to the disclosing Party to protect its rights and interests.
6. that the information has been independently and separately developed by the receiving Party without any use of any kind of the Confidential Information.

This confidential disclosure agreement shall be governed by and construed with the laws of France.

Both Parties shall endeavour to settle disputes that may arise over the interpretation or implementation of clauses of this agreement by private negotiation. In the event of lasting disagreement, the dispute shall be settled under French courts.

This confidential disclosure agreement will be valid from the date of signature and will last as long as the said information is not in public domain.

XXXX months/weeks after the meeting OR XXX months/weeks after the signature date of this agreement, XXXX (name of the other Party) shall inform YYYY of its interest or not to initiate a research partnership with the Institut Carnot 3BCAR.

Personal Data in the context of the contractual relationship:

The Parties acknowledge that they may be required to collect and process categories of personal data related to the identity and professional contact details of their respective staff (e.g. name, professional telephone number, professional address, title) for the sole purpose of management of the current agreement, in particular their staff involved in the negotiation, the signature and the implementation of this agreement. The processing is based on the Parties’ legitimate interest.

In this context, each Party recognizes and guarantees the compliance with the regulations regarding personal data protection. Further information on personal data processing by INRAE s available at the link below: <https://www.inrae.fr/collaborer/partenariat-innovation>.

In order to preserve their rights on data, concerned persons shall contact the staff of the Party who has managed this agreement, and in the event of difficulties, it is possible for them to contact the Data Protection Officer (DPO) designated by the concerned Party.

For INRAE: cil-dpo@inrae.fr

For XXX:

Made in 2 copies in \_\_\_\_\_\_,

on \_\_\_\_\_\_

Authorised to sign on behalf of [to be completed] Authorised to sign on behalf of [to be completed]

|  |  |
| --- | --- |
| XXName PositionDate: Signature:$$ZONESIGNER1$$ | **INRAE**Name PositionDate: Signature:$$ZONESIGNER2$$ |