

## CONFIDENTIALITY UNDERTAKING

WHEREAS.....(hereinafter the "Receiving Party") will attend meetings entitled "Targeting Science to Real Needs" to be held in Paris on 23<sup>rd</sup> to 25<sup>th</sup> April 2007 ("GL-TTP Workshop") and organised by the Grain Legumes Technology Transfer Platform in connection with the Grain Legumes Research Programme supported by the European Commission<sup>1</sup>.

The overall objectives ("Purpose") of the GL-TTP Workshop are to :

- facilitate communication, understanding and direct interaction between research and industry to expedite the genetic improvement of grain legumes,
- address the specific needs and interests of grain legume breeders through concrete examples of research application, training sessions and transfer of genetic material,
- inform research scientists of the needs and constraints of legume breeders in terms of genetic resources, breeding objectives, and will and capacity to integrate molecular technologies in their breeding strategies,
- propose and brainstorm technology transfer projects targeted at the GL-TTP members for the short, middle and longer terms,
- set up partnerships within and between research and industry to collaborate and refine common projects, share resources, and either co-finance their projects or seek external funding together with the assistance of GL-TTP.

WHEREAS during the GL-TTP Workshop, Confidential Information will be exchanged on a voluntary principle by those parties signifying their agreement to the terms of this Agreement in order to further the Purpose.

NOW THEREFORE by signing this Confidentiality Undertaking (hereinafter "Agreement"), the Receiving Party agrees to the terms and conditions of this Agreement

### **1. Definitions**

As used in this the following terms shall have the following meanings:

1.1 **Disclosing Party** shall mean a party that supplies Confidential Information to the Receiving Party during or otherwise in connection with the GL-TTP Workshop.

### **2. Confidential information**

Information disclosed by the Disclosing Party to the Receiving Party during the GL-TTP Workshop shall be considered by the Receiving Party as Confidential Information if it **is stamped "Confidential" or, if disclosed orally, declared confidential at the time of such disclosure.**

### **3. Use of the Confidential Information**

The Receiving Party may use the Confidential Information only for furthering the Purpose.

### **4. Obligations of the Parties**

4.1 In respect of the Confidential Information received from the Disclosing Party during the GL-TTP Workshop, the Receiving Party agrees to undertake and bind itself:

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<sup>1</sup> The Contract between the Participants in Grain Legumes and the Commission was signed on 9<sup>th</sup> April 2004 under the n°[FOOD-CT-2004-506223].

- a) To keep the Confidential Information received from the Disclosing Party strictly confidential and secret and not in any way or at any time to make any use thereof except for the Purpose.

The Receiving Party may not disclose any Confidential Information received from the Disclosing Party to any third party without prior written consent from the Disclosing Party. Without prejudice to the generality of the foregoing, if the Receiving Party is entering this Agreement as an individual person then they shall not disclose any Confidential Information to any colleague or other employee, director or officer of their employer's organisation unless and until such employing organisation has entered into a confidentiality undertaking equivalent to this Agreement in respect of Confidential Information.

The Receiving Party shall take all reasonable measures to ensure that the Confidential Information received from the Disclosing Party is not inadvertently disclosed in violation of this Agreement.

- b) At no time without the express consent of the Disclosing Party to derive directly or indirectly from the possession of the Confidential Information received from the Disclosing Party any rights, grant of license, title or interest therein, nor to claim any rights to disclose or use for his own benefit such Confidential Information,
- c) Not without prior written consent to copy, reproduce, distribute or disclose the Confidential Information received from the Disclosing Party to any third party.
- d) Without prejudice to his obligations pursuant to this present Agreement, at the request of the Disclosing Party, immediately destroy or delete all Confidential Information received from the Disclosing Party.

4.2 The Receiving Party's obligations from the above stipulated under 4.1. do not apply to the following:

- a) Confidential Information received from the Disclosing Party, which at the time of the disclosure is in the public domain.
- b) Confidential Information received from the Disclosing Party, which after disclosure is published or otherwise becomes part of the public domain through no fault or breach of this Agreement by the Receiving Party.
- c) Confidential Information received from the Disclosing Party, which the Receiving Party can establish by competent proof was in his possession at the time of disclosure by the Disclosing Party and was not acquired directly or indirectly from the Disclosing Party.
- d) Confidential Information received from the Disclosing Party, which is received after the time of disclosure from a third party who did not acquire such Confidential Information directly or indirectly from the Disclosing Party under obligations of confidentiality and who is in lawful possession of such Confidential Information.

- e) Confidential Information received from the Disclosing Party, which by competent proof has been independently developed by the Receiving Party without the use of Confidential Information received from the Disclosing Party.
- f) Confidential Information received from the Disclosing Party which is required to be disclosed by law or any regulatory or government authority, however, if the Receiving Party thus becomes legally required to disclose Confidential Information, received from the Disclosing Party, it shall provide the Disclosing Party with prompt advance notice in order to afford the Disclosing Party to seek confidential treatment thereof or other appropriate remedy.

**5. Ownership**

5.1 The Receiving Party agrees and acknowledges that the exchange of Confidential Information, does not imply any transfer of title and/or ownership to Confidential Information or the creation of any intellectual property rights, and thus title and ownership to Confidential Information shall remain with the Disclosing Party.

**6. Duration**

The term of this Agreement shall begin on the date of signature by the Receiving Party hereto and will be valid as long as the said Confidential Information is not in public domain or until the written and prior agreement of the Disclosing party who accepts the communication of the Confidential Information to third party.

**7. Governing law and Arbitration**

- 7.1 This Agreement shall be governed by and construed in accordance with French law.
- 7.2 The Receiving Party undertakes to use all reasonable efforts to settle any differences relating to this Agreement by mutual agreement with any Disclosing Party/-ies.
- 7.3 In the case of persistent disagreement, the courts of Paris will be competent.

SIGNED FOR AGREEMENT TO THE TERMS AND CONDITIONS HEREOF:

**(delete A or B as applicable)**

A) I am signing as an individual person

OR

B) I am signing for and on behalf of the Receiving Party,.....and I am authorised to bind such party by my signature to this Agreement

Date:

Signed for Agreement.....(signature)

Name (please print).....

Organisation : .....(print in capital letters)