**CONFIDENTIAL DISCLOSURE Agreement**

This Confidential Disclosure Agreement (the “Agreement”) is made on the date of last signature (the “Effective Date”) between:

1. **THE University of York**, a body incorporated in England and Wales by Royal Charter with registration number RC000679, whose principal offices are at Heslington, York, YO10 5DD, UK (the “University”);

1. Click or tap here to enter text., whose registered office is at Click or tap here to enter text.; (the “Company”);

(each a “Party” and collectively the “Parties”)

**Background**

1. The Parties desire to hold discussions concerning Click or tap here to enter text. (the “Purpose”) and may disclose to each other confidential technical and business information for evaluation of the Purpose.
2. The Parties desire to ensure that their respective Confidential Information remains confidential upon the terms and conditions set forth in this Agreement.

The Parties, intending to be legally bound, agree as follows:

1. “Confidential Information” means information that falls within the types of information which has been designated as confidential by the Disclosing Party or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, goods, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of the Disclosing Party and its Affiliates, and commercially sensitive information.
2. The extent of Confidential Information to be disclosed will at all times be at the discretion of the Party disclosing the Confidential Information (the “Disclosing Party”). This Agreement creates no obligation to disclose or receive any Confidential Information.
3. Each Party receiving Confidential Information (the “Receiving Party”) shall treat the Confidential Information as secret and strictly confidential. The Receiving Party will not use the Confidential Information except for evaluation of the Purpose. The Receiving Party will not disclose the Confidential Information to any third party. The Receiving Party will only disclose the Confidential Information to its employees with a strict need to know and who are bound by obligations of confidentiality no less restrictive than those contained in this Agreement. The Receiving Party will treat the Confidential Information with the same care as it treats its own confidential and proprietary information, but in any event no less than a commercially reasonable standard of care.
4. Confidential Information disclosed in a tangible form (including electronic form) shall be clearly marked “confidential” or similar. Confidential Information disclosed orally, by demonstration, presentation, or other non-tangible means shall, at the option of the Receiving Party, be reduced to writing within thirty (30) days of the date of first disclosure.
5. Confidential Information shall not include information which:
6. is or becomes part of the public domain, other than through the Receiving Party’s breach of confidentiality;
7. was already in the Receiving Party’s possession at the time of disclosure or was developed independently without reference to the Confidential Information, as proven by written records;
8. becomes known to the Receiving Party by a third party who has the right to disclose such information; or
9. is required to be disclosed by applicable law, court order, or order of a government department or agency, provided that the Receiving Party, if legally permitted to do so, gives the Disclosing Party adequate advance written notice so that the Disclosing Party can seek protective measures.
10. Upon written request of the Disclosing Party at any time, the Receiving Party shall return or destroy any of the Disclosing Party’s Confidential Information in its possession or under its control.
11. All Confidential Information disclosed under this Agreement remains the property of the Disclosing Party. Nothing in this Agreement shall be construed as a grant of any right, title, or interest in any information, copyright, patent, or other intellectual property right.
12. The Disclosing Party represents and warrants that it has the authority to disclose the Confidential Information. To the extent permitted by law, the Disclosing Party excludes all other representations, warranties, and conditions, including, without limitation, accuracy, completeness, quality, and fitness for any purpose.
13. Each Party agrees that damages would not be a sufficient remedy for any breach of this Agreement and that each Party will be entitled to, but not limited to, other remedies available at law or equity, including but not limited to injunctive relief and specific performance.
14. This Agreement shall commence on the Effective Date and expire one (1) year thereafter. Notwithstanding the foregoing, the Parties agree that this Agreement shall apply to any Confidential Information disclosed in furtherance of the Purpose before the Effective Date.
15. The obligations of confidentiality in this Agreement shall survive any termination or expiration of this Agreement and shall last for five (5) years from the Effective Date.
16. All notices and other communications required or permitted to be given under this Agreement must be in writing and will be effective when delivered personally; sent by email and later confirmed by first class post; or two (2) working days after having been sent by prepaid recorded, special delivery, or first class post at the address as set forth below, or at any new address or addresses subsequently designated in writing by any Party to the other Parties.

If to the University:

Head of Research and Knowledge Exchange Contracts

Research and Enterprise

University of York

Heslington

York

YO10 5DD

Email: rkec@york.ac.uk

If to the Company:

Attn: Click or tap here to enter text.

Tel: Click or tap here to enter text.

Email: Click or tap here to enter text.

1. No assignment of any right or interest and no delegation of any obligation under this Agreement may be made without the express prior written consent of the other Parties. Any attempted assignments or delegations without consent will be void.
2. If any provision of this Agreement is found by any court or other competent authority to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.
3. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.
4. The Parties are independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship between the Parties. No Party has any authority to act on behalf of the others. No Party will make any warranties or representations or assume any obligations on another Party's behalf.
5. No one who is not a party to this Agreement is intended to or may benefit from its terms because of the Contracts (Rights of Third Parties) Act 1999.
6. This Agreement and any attachments constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement may only be amended in writing, signed by authorised representatives of each Party.
7. This Agreement is governed by, and is to be construed in accordance with, English law.
8. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement. Notwithstanding the foregoing, any Party may seek injunctive relief in any court of competent jurisdiction.
9. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Signatures transmitted in an Adobe Portable Document Format (PDF) file attached to an e-mail shall be acceptable to bind each Party and shall not affect the validity of the Agreement in any way.

The Parties have signed this Agreement by their duly authorised representatives as of the Effective Date.

SIGNED FOR AND ON BEHALF OF

The University of York

Signed:

Name:

Position:

Date:

SIGNED FOR AND ON BEHALF OF

Click or tap here to enter text.

Signed:

Name:

Position:

Date: