Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20[●]

1. **NATIONAL UNIVERSITY OF IRELAND MAYNOOTH. MAYNOOTH UNIVERSITY**

**and**

**(2) [Full legal name of the Company]**

**TWO-WAY confidential disclosure agreement**

**TWO-WAY CONFIDENTIAL DISCLOSURE AGREEMENT**

**This Agreement** dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20[●] is between:

1. **NATIONAL UNIVERSITY OF IRELAND MAYNOOTH**, **MAYNOOTH UNIVERSITY** whose principal address is at Maynooth, County Kildare, Ireland (the “**University**”); and
2. [●], [a company incorporated in [•] under registration number [•],] whose [principal place of business *or* registered office] is at [•] the “**Company**”).

The University and Company together shall be referred to as the “**Parties**”, and “**Party**” shall mean either one of them.

**Background:**

The Parties wish to hold discussions in the field of [•] (the “**Field**”). Each Party wishes to receive confidential information in the Field from the other Party for the purpose of considering whether to enter into a further agreement with the other Party within [6/12] months from the date of this Agreement (the “**Permitted Purpose**”).

**The Parties agree as follows:**

1. **Definitions**
	1. In this Agreement, the following words shall have the following meanings:

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| **Authorised Persons** | shall have the meaning given in clause 4.1. |
| **Business Day** | shall mean any day other than a Saturday or Sunday on which banks are generally open for business in Ireland.  |
| **Confidential Information** | shall mean all information disclosed (whether in writing, orally, by demonstration or by another means, whether directly or indirectly and whether specifically designated as ‘confidential’ or which ought reasonably be regarded as confidential) by the Disclosing Party to the Receiving Party whether before, on or after the date of this Agreement including but not limited to information relating to the Disclosing Party’s products, services, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs and the fact that discussions are taking place between the Company and the University and the status of those discussions. |
| **Disclosing Party** | shall mean the Party to this Agreement that discloses Information, directly or indirectly to the Receiving Party under or in anticipation of this Agreement. |
| **FOIA** | shall mean the Freedom of Information Act 2014 and includes any subordinate legislation made under it and any provision amending, superseding or re-enacting it (whether with or without modification). |
| **Government-related Bodies** | Irish Government departments, agencies or State research funding organisations to which the University may need to report on their activities, which may include, but are not limited to: the Higher Education Authority; Enterprise Ireland (EI); Science Foundation Ireland (SFI). |
| **Receiving Party** | shall mean the Party to this Agreement that receives Information, directly or indirectly from the Disclosing Party. |

1. **Confidentiality obligations**
	1. In consideration of the Disclosing Party providing Confidential Information, at its discretion, to the Receiving Party, the Receiving Party shall:
		1. keep the Confidential Information secret and confidential;
		2. neither disclose nor permit the disclosure of any Confidential Information to any person, except for disclosure to Authorised Persons in accordance with clause 4, or to a court or other public body in accordance with clause 5;
		3. not use the Confidential Information for any purpose, whether commercial or non-commercial, other than for the Permitted Purpose;
		4. make only such limited number of copies of the Confidential Information as are required for the Permitted Purpose, and provide those copies only to Authorised Persons; and
		5. take proper and all reasonable measures to ensure the confidentiality of the Confidential Information.
2. **Notification to Irish Government-related Bodies**
	1. The Company acknowledges that as a publicly funded organisation, the University may be obliged to report on its activities, including those relating to the discussions in the Field to Government-related Bodies.
	2. The Company hereby consents to information relating to the discussions in the Field being reported to Government-related Bodies providing that any such information shall be kept to the minimum required and shall, except for the name of the Company, and a non-confidential project title, be marked “confidential” to the extent it comprises Confidential Information.
3. **Disclosure to employees**
	1. The Receiving Party may disclose the Confidential Information to those of its officers, employees, agents, service providers, professional advisers, auditors and bankers (together, the “**Authorised Persons**”) who:
		1. reasonably need to receive the Confidential Information to enable the Receiving Party to achieve the Permitted Purpose;
		2. have been informed by the Receiving Party (a) of the confidential nature of the Confidential Information, and (b) that the Disclosing Party provided the Confidential Information to the Receiving Party subject to the provisions of a written confidentiality agreement; and
		3. are subject to confidentiality obligations to the Receiving Party that (a) are no less onerous than the provisions of this Agreement, and (b) apply to the Confidential Information, and who have been instructed to treat the Confidential Information as confidential.
	2. The Receiving Party shall be responsible for taking reasonable action to ensure that its Authorised Persons comply with the Receiving Party’s obligations under this Agreement and shall be liable to the Disclosing Party for any breach of this Agreement by such Authorised Persons.
4. **Disclosure to court, etc.**
	1. To the extent that the Receiving Party is required to disclose Confidential Information pursuant to applicable law or by order of a court or other public body that has jurisdiction over the Receiving Party, it may do so. Before making such a disclosure the Receiving Party shall, if the circumstances permit:
		1. inform the Disclosing Party of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information);
		2. ask the court or other public body to treat the Confidential Information as confidential; and
		3. permit the Disclosing Party to make representations to the court or other public body in respect of the disclosure and/or confidential treatment of the Confidential Information.
5. **Exceptions to confidentiality obligations**
	1. The Receiving Party’s obligations under clause 2 shall not apply to Confidential Information that:
		1. the Receiving Party possessed before the Disclosing Party disclosed it to the Receiving Party; or
		2. is or becomes publicly known, other than as a result of breach of the terms of this Agreement by the Receiving Party or by anyone to whom the Receiving Party disclosed it; or
		3. the Receiving Party obtains from a third-party, and the third-party was not under any obligation of confidentiality with respect to the Confidential Information; or
		4. it can show (as demonstrated by its written records or other reasonable evidence) has been developed by any of the Receiving Party’s employees who have not had any direct or indirect access to, or use or knowledge of, the Confidential Information.
6. **Freedom of Information**
	1. The Company acknowledges and agrees that:
		1. the University is subject to the Freedom of Information Act 2014 (“FOIA”) and the codes of practice issued under FOIA as may be amended, updated or replaced from time to time; and
		2. all Freedom of Information requests relating to this Agreement and any other relevant records will be processed by the University under the terms of the FOIA. The University and the Company will communicate and co-operate during the processing of such requests.
7. **Term, Return of information and surviving obligations**
	1. This Agreement shall commence on the date of execution of this Agreement and shall continue in force unless and until it is terminated in accordance with its terms or otherwise terminated or superseded by written agreement between the Parties.
	2. Either Party may terminate this Agreement at any time by giving seven (7) days’ prior written notice to the other Party.
	3. Subject to clause 8.4, the Receiving Party shall (a) at the Disclosing Party’s request, and (b) upon any termination of this Agreement:
		1. either return to the Disclosing Party or destroy (at the Disclosing Party’s option) all documents and other materials that contain any of the Confidential Information, including all copies made by the Receiving Party representatives;
		2. permanently delete all electronic copies of Confidential Information from the Receiving Party’s computer systems; and
		3. provide to the Disclosing Party a certificate, signed by an officer of the Receiving Party, confirming that the obligations referred to in clauses 8.3.1 and 8.3.2 have been met.
	4. As an exception to its obligations under clause 8.3, the Receiving Party may retain one copy of the Confidential Information, in paper form, in the Receiving Party’s legal files for the purpose of ensuring compliance with the Receiving Party’s obligations under this Agreement.
	5. Following the date of any termination of this Agreement, or any return of Confidential Information to the Disclosing Party (“**Final Date**”), (a) the Receiving Party shall make no further use of the Confidential Information, and (b) the Receiving Party’s obligations under this Agreement shall otherwise continue in force, in respect of Confidential Information disclosed prior to the Final Date, in each case for a period of [5/10] years from the Final Date.
8. **General**
	1. The Receiving Party acknowledges and agrees that all property, including intellectual property, in Confidential Information disclosed to it by the Disclosing Party shall remain with and be vested in the Disclosing Party.
	2. This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
		1. to grant the Receiving Party any licence or rights other than as may be expressly stated in this Agreement;
		2. to require the Disclosing Party to disclose, continue disclosing or update any Confidential Information;
		3. to require the Disclosing Party to negotiate or continue negotiating with the Receiving Party with respect to any further agreement, and either party may withdraw from such negotiations at any time without liability; nor
		4. as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any information or materials provided under this Agreement.
	3. Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or the relationship of principal and agent or employer and employee between the Parties.
	4. No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
	5. This Agreement and any document referred to in this Agreement set out the entire agreement between the Parties relating to its subject matter, supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties. Each of the Parties acknowledges that, in entering into this Agreement, it is not relying on, and shall have no remedy in respect of, any statement, representation, agreement, term or condition (whether negligently or innocently made) of any person (whether a party to this Agreement or not) which is not expressly set out in this Agreement. Nothing in this clause shall operate to limit or exclude any liability for fraud.
	6. This Agreement may be executed in original counterparts and all the counterparts together constitute the same document. This Agreement shall not be effective until each Party has executed and delivered at least one original counterpart.
	7. This Agreement shall be governed by and construed in accordance with the laws of Ireland and each Party hereby submits to the exclusive jurisdiction of the courts of Ireland for the resolution of disputes arising under or in relation to this Agreement.

**Each person executing this Agreement represents to the Party other than he or she represents, that he or she has the authority to sign on behalf of the Party which he or she purports to bind:**

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| **For and on behalf of** | **For and on behalf of** |
| **NATIONAL UNIVERSITY OF IRELAND MAYNOOTH,****MAYNOOTH UNIVERSITY** | **[*COMPANY*]** |
|   Signed |  Signed |
|  Name |  Name |
|   Title |  Title |
|   Date |  Date |