**Confidentiality Agreement**

**(Mutual exchange of information)**

Between

*Company name*

and

Aarhus University

On the [INSERT DATE] (“the Effective date”) the following Confidentiality Agreement (”the Agreement”) has been made between:

1. INSERT COMPANY NAME
Company reg. no. INSERT REGISTRATION NO.
ADDRESS
POSTAL CODE AND CITY
COUNTRY
(“the Company”)

and
2. Aarhus University
[INSERT DEPARTMENT]
Company reg. no. 31 11 91 03
Nordre Ringgade 1
8000 Aarhus C
Denmark
("AU")

Hereinafter, the Company and AU will jointly be referred to as ”the Parties” and separately as ”the Party”

1. **evaluation material**
	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"), the Parties intend to discretionally exchange 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”).
	2. The Party (”the Receiving Party) which receives or gets access to the Evaluation Material from the other Party (“the Ceding Party”) shall handle this Evaluation Material in accordance with this Agreement to the extent the Evaluation Material
2. has been received by the Receiving Party in physical or electronical form and has been labelled “Confidential” by the Ceding Party, or
3. has been auditively or visually received by the Receiving Party with a contemporary instruction that it is of confidential character and thereafter, within 10 subsequent business days, put in writing by the Ceding Party with the label “Confidential” and sent to the Receiving Party, or
4. in general is of obvious confidential nature (“Confidential Evaluation Material”).
	1. The Disclosing Party makes no representations or warranties, express or implied, with respect to its Confidential Evaluation Material. The Receiving Party agrees that the Ceding Party shall not have any liability to the Receiving Party resulting from the use of the Ceding Party’s Confidential Information by the Receiving Party or any errors therein or omission therefrom.
5. **confidentiality obligations**
	1. The Receiving Party (i) shall only use Confidential Evaluation Material for the purpose of assessing the possibility of completing potential negotiations concerning establishment of the Co-operation and (ii) shall keep the Confidential Evaluation Material confidential. Thus, the Receiving Party shall not under any circumstances pass on Confidential Evaluation Material to a Third Party, including other companies which may form part of the same group as the Receiving Party.
	2. The Receiving Party is only – for the purpose of this Agreement – entitled to give the necessary people at the Receiving Party access to the Confidential Evaluation Material, and the Receiving Party shall impose an obligation on all these individuals to act in accordance with this Agreement.
	3. If the Receiving Party on the basis of public law regulations should become obligated to pass on Confidential Evaluation Material, the Receiving Party is obliged to give the Ceding Party written notice about this without undue delay, so that the Ceding Party has the opportunity to protect its interests as much as possible.
6. **Limitations to confidential evaluation material**
	1. Confidential Evaluation Material does not include information and/or material:
		1. which was already publicly accessible when the Receiving Party received or got access to the Evaluation Material;
		2. which after the time of the Receiving Party’s reception of or access to the Evaluation Material has become publicly accessible without this being due to the Receiving Party’s violation of this Agreement;
		3. which was already legally in the Receiving Party’s possession when the Receiving Party received or got access to the Evaluation Material;
		4. which the Receiving Party legally and without restrictions has received from a Third Party after the Receiving Party 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 Receiving Party without restrictions; or
		5. which the Receiving Party itself has developed subsequently and independently of the Evaluation Material which the Receiving Party has received or gained access to.
	2. The Receiving Party shall give the Ceding Party immediate written notice if the Receiving Party receives or has received the Evaluation Material which the Receiving Party believes is covered by sub-clause 3.1. In case of disagreement between the Parties, it is the responsibility of the Receiving Party to prove that received Evaluation Material is covered by sub-clause 3.1.
7. **violation, property law, returning and depositing**
	1. The Receiving Party is obliged to inform the Ceding Party immediately in writing about any violation of this Agreement.
	2. All Confidential Evaluation Materials hall remain the property of the Ceding Party.
	3. Upon request from the Ceding Party, the Receiving Party shall immediately stop using the material in accordance with clause 2 and return all received Confidential Evaluation Material, including copies, transcripts and other material which may have been prepared by the Receiving Party and which may contain Confidential Evaluation Material. If the Parties agree, the Receiving Party may choose to destroy the Confidential Evaluation Material. However, under any circumstances, the Receiving Party is entitled to – in order to obtain the necessary evidence for the content of the Confidential Evaluation Material – retain one copy in its confidential files for regulatory compliance and record keeping purposes.

1. **duration**
	1. This Confidentiality Agreement shall cover Confidential Evaluation Material which is disclosed in a period of 1 (one) year after the Effective date and the Agreement shall be in force for a period of 3 (three) years after the Effective date.
2. **Further scope of the agreement**
	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:
		1. an obligation for one or both Parties to cede or give access to information or material
		2. a consent to the Receiving Party to, after expiration of the period mentioned in clause 5, make use of received Evaluation Material which the Receiving Party in accordance with other rules, including rules of intellectual property law, may have been cut off from using,
		3. a commitment or offer from one or both Parties to initiate or continue discussions about a co-operation, including the Co-operation, or
		4. obligations of exclusivity or other limitations – except from the explicit obligations which follow from this Agreement.
3. **choice of law and venue**
	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.
	2. Any dispute between the Parties arising from this Agreement, including interpretation and application of the Agreement, and which cannot be settles out of court by negotiation between the Parties must be tried at the Maritime and Commercial Court in Copenhagen as court of first instance.
4. **signatures**

 Place: Place:

 Date: Date:

 For the Company: For AU:

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 Name: INSERT NAME Name: INSERT NAME

 Title: INSERT TITLE Title: INSERT TITLE