



Confidentiality Agreement - Mutual

UEA: THE UNIVERSITY OF EAST ANGLIA , an institution formed by Royal Charter in England and Wales with number RC000651 and whose registered address is of Norwich Research Park, Norwich, NR4 7TJ, UK

PARTNER: GORGAN UNIVERSITY OF AGRICULTURAL SCIENCES AND NATURAL RESOURCES a whose registered office is at SHAHID BEHESHTI AVE. GORGAN,IRAN

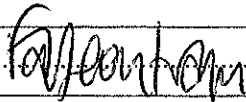
This Agreement is made on the date when both parties have signed below subject to the terms set out in the schedule attached hereto and the details listed therein, which both UEA and the Partner undertake to observe in the performance of this Agreement.

Key Terms

"Purpose"	Dr Andrew Hemmings and colleagues from the Schools of Biological Sciences and Chemistry at UEA wish to carry out research on the structure-function relationships of a purple acid phytase from an earthworm cast bacterium, based on the sequence of the gene discovered by Dr Reza Ghorbani-Nasrabadi and colleagues at the Partner institution. UEA and Partner may wish to exchange information of a technical and confidential nature.
"Term of Confidentiality"	For a period of 7 years commencing on the date of this Agreement.
"Copying Allowance"	The information is only allowed to be copied for the number of times reasonably necessary to use the Confidential Information in accordance with the Purpose.
"Marking Requirements"	All disclosed information must be marked or stored under the legend 'Confidential' or like words to that effect.
"Storage Requirements"	Confidential Information should be stored on secure password protected university filestore.

In the event of conflict between the terms listed on this front sheet and the terms in the schedule, the terms of this front sheet shall prevail.

Signed by the duly authorised representative of UEA

Name: Faye Outram	Signature: 
Position: Intellectual Property Officer	Date: 2nd July 2018

UEA

Signed by the duly authorised representative of the Partner

Name:	Dr Mohammad Hadi Moayeri.....	Signature	... <i>M.H. Moayeri</i> ...
Position:	Vice-President of Research and Technology	Date	...30.06.2018.....

This Agreement shall only become binding on UEA once it has been signed by both UEA and the Partner.





Schedule

Terms and Conditions

1 Interpretation

In this Agreement, (except where the context otherwise requires) terms have the meanings given in the Key Terms and:

“Agreement” means these Terms and Conditions together with the front sheet including the Key Terms included therein; and

“Confidential Information” means all commercial, technical, financial and other information of whatever nature and in whatever form (whether written, oral, visual, recorded, graphical, electronic or contained in products, prototypes, samples, software, source code, biological or chemical substances or otherwise) relating to the Purpose which has been, or may be, disclosed, supplied or made available by or on behalf of either party to the other.

- 1.1 Any reference in this Agreement to a clause is to the relevant clause in this schedule unless otherwise stated.
- 1.2 The clause headings are included for convenience only and shall not affect the interpretation of this Agreement.

2 Confidentiality

2.1 In consideration of the parties agreeing to supply Confidential Information to each other under the terms of this Agreement, any party receiving Confidential Information from the other (**“Receiving Party”**) shall (except as may be subsequently agreed in writing by the party disclosing the Confidential Information (**“Disclosing Party”**)) for the Term of Confidentiality:

- 2.1.1 treat all Confidential Information as confidential by ensuring or procuring that, whilst in its possession, control and power, the Confidential Information of the other party shall be maintained reasonably secure;
- 2.1.2 not divulge or communicate or, through any failure to exercise due care and diligence, cause any unauthorised disclosure of it in whole or in part



to any person, company, business entity or other organisation except as permitted by this Agreement or with the prior written consent of the Disclosing Party and, if such prior written consent is obtained, procure that any such person shall enter into a confidentiality undertaking with the Disclosing Party on terms equivalent to those contained in this Agreement;

- 2.1.3 copy the Confidential Information only to the extent allowed by the Copying Allowance;
- 2.1.4 for disclosures permitted under this Agreement, comply with any Marking Requirements and any Storage Requirements; and
- 2.1.5 not use the Confidential Information or any part of it for any purpose other than the Purpose.

3 Limitations on obligation of confidentiality

3.1 The restrictions set out in clause 2.1 shall not apply to any Confidential Information which:

- 3.1.1 can be demonstrated by documentary evidence to have been at the time of disclosure already known to or in the possession of the Receiving Party free from obligation of confidence or any other restriction as to use or disclosure;
- 3.1.2 is subsequently independently developed by employees or agents of the Receiving Party without access to/use of the Confidential Information supplied;
- 3.1.3 is lawfully and without any restriction as to its use or disclosure subsequently received by the Receiving Party from a third party who does not owe any duty of confidence to the Disclosing Party;
- 3.1.4 is already, or subsequently becomes, published or available to the public generally otherwise than through a breach of a duty of confidentiality owed to the Disclosing Party; or



3.1.5 is produced or disclosed pursuant to applicable laws, regulations or a court order, provided that the Receiving Party has given the Disclosing Party reasonable notice in writing of such required production or disclosure so that the Disclosing Party has had an opportunity to defend or apply to limit or protect such Confidential Information from production or disclosure, and the restrictions shall not apply to the production or disclosure of that Confidential Information of the Discloser to the extent only that it is so required to be produced or disclosed.

3.2 Confidential Information shall not be exempted under clause 3.1 from restriction under this Agreement by reason only that:

3.2.1 some or all of the features of the Confidential Information (but not the combination and principle of it) are or become published or available to the public generally or are known to or in the possession of or are subsequently received by the Receiving Party; or

3.2.2 such information could be derived or obtained from information which is or becomes published or available to the public generally or is in the possession of or becomes available to the Receiving Party if so to obtain or derive it would require substantial skill, labour or expense.

4 Permitted disclosure

4.1 Either party may disclose any Confidential Information received from the other to such of its officers, employees or agents whose participation in the Purpose is essential and its professional advisors and consultants engaged in connection with the Purpose who, in each case, are informed of the confidential nature of the Confidential Information, subject to the Receiving Party retaining full liability for any breach by such persons of the terms of this Agreement. Where such disclosure takes place, the Disclosing Party may require the Receiving Party to procure that those persons to whom such disclosure is made enter into a written undertaking for the benefit of the Disclosing Party and in such form as the Disclosing Party shall approve containing restrictions on use and disclosure of the Confidential Information no less onerous than those in this Agreement.



5 Ownership and cessation of use

5.1 Nothing contained in this Agreement or any disclosure of Confidential Information pursuant to it shall constitute the grant of any licence or rights of ownership or any other rights in respect of the Confidential Information other than for the Purpose.

5.2 At the request by notice in writing of the Disclosing Party at any time, the Receiving Party shall immediately cease use of the Confidential Information and, at the option of the Disclosing Party, return or destroy any copies of the Confidential Information in its possession, power or control.

6 Independent development and residuals

6.1 Nothing in this Agreement shall be construed so as to limit either party's right to independently develop or acquire ideas, concepts, know-how, techniques or products without use of the other party's Confidential Information.

7 No obligation or representations

7.1 The parties acknowledge and confirm that this Agreement and the disclosure of Confidential Information pursuant to it shall not, save as set out in this Agreement, place either party under any obligation to enter into any further agreement(s).

7.2 No Confidential Information disclosed pursuant to this Agreement shall constitute any representation, warranty, assurance, guarantee or inducement of any kind by either party to the other, in particular with respect to the accuracy or completeness of any Confidential Information disclosed. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

8 General

8.1 Neither party shall, without the prior written consent of the other party, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of its rights or obligations under this Agreement.

8.2 The failure or delay of a party to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.



- 8.3 This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior agreements, negotiations and discussions between the parties relating to it. Save as expressly set out in this Agreement, all other terms or warranties are excluded from this Agreement to the maximum extent permitted by law.
- 8.4 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 8.5 The Contracts (Rights of Third Parties) Act 1999 as amended and in force from time to time shall not apply to this Agreement and nothing in this Agreement shall confer or purport to confer on or operate to give any third party any benefit or any right to enforce any term of this Agreement except as expressly provided in this Agreement.
- 8.6 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- 8.7 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 8.8 This Agreement shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English Courts.

