

Strictly Confidential

Confidentiality Agreement

[Ceding of information to XXX]

Between The University of Southern Denmark

And Xxx

On the [Date], the following Confidentiality Agreement (“the Agreement”) has been made between:

(1) **University of Southern Denmark** (“the Company”) and

(2) XXX (“XXX”)

(Hereinafter, the Company and XXX will be referred to jointly as “the Parties” and separately as “the Party”).

1 Evaluation Material

1.1 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 Company intends to pass on to or give XXX access to certain 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”).

1.2 XXX shall handle this Evaluation Material in accordance with this Agreement to the extent the Evaluation Material (i) has been received by XXX in physical or electronic form and has been labelled “Confidential” by the Company (ii) has been auditive or visually received by XXX and thereafter, within 10 subsequent business days, put in writing by the Company with the label “Confidential” and sent to XXX (“Confidential Evaluation Material”).

2 Confidentiality Obligations

2.1 XXX (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 Confidential Evaluation Material confidential.

2.2 If XXX on the basis of public law regulations should become obligated to pass on Confidential Evaluation Material, XXX is obligated to give the Company written notification about this immediately, so that the Company has the opportunity to protect its interests as much as possible.

3 Limitations to Confidential Evaluation Material

3.1 Confidential Evaluation Material does not include information and/or material:

3.1.1 which was already publicly accessible when XXX received or got access to the Evaluation Material;

3.1.2 which after the time of the XXX’s reception of or access to the Evaluation Material has become publicly accessible without this being due to the XXX’s violation of this Agreement;

- 3.1.3 which was already legally in XXX's possession when XXX received or got access to the Evaluation Material;
- 3.1.4 which XXX legally and without restrictions has received from a Third Party after XXX had received or gained access to the Evaluation Material; or
- 3.1.5 which XXX itself has developed subsequently and independently of the Evaluation Material which XXX has received or gained access to.

4 Returning and depositing

- 4.1 Upon request from the Company, XXX shall immediately stop using the material in accordance with clause 2 and return or destroy all received Confidential Evaluation Material. However, XXX is entitled to – in order to obtain the necessary evidence for the content of the Evaluation Material – deposit a copy of the received Confidential Evaluation Material with an external lawyer or an external depositing institute for up to ten years. The Parties shall jointly pay the depositing expenses.

5 Duration

- 5.1 All obligations in accordance with clauses 2 and 4 of this Agreement shall run for a period of two years after the latest reception of Confidential Evaluation Material. The Company's obligation to pay half of the depositing expenses in accordance with clause 4 shall however remain in force until the depositing agreement expires.

6 Further Scope of the Agreement

- 6.1 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:
 - 6.1.1 a commitment or offer from one or both Parties to initiate or continue discussions about a co-operation, including the Co-operation, or
 - 6.1.2 obligations of exclusivity or other limitations.

7 Choice of Law and Venue

- 7.1 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.

7.2 Any dispute between the Parties arising from this Agreement, including interpretation and application of the Agreement, and which cannot be settled out of court by negotiation between the Parties must be tried at the Maritime and Commercial Court in Copenhagen as court of first instance.

Place:
Date:

Place:
Date:

For:
The Company

For:
XXX

Name:
Title:

Name:
Title: