

## CONFIDENTIALITY AGREEMENT

### THE UNDERSIGNED:

1. **Technische Universiteit Eindhoven**, a university under the laws of the Netherlands, having its registered seat in Eindhoven, the Netherlands, and registered with the trade register under file number 51278871, hereinafter referred to as "**TU/e**", in this matter duly represented by Mr. J. Hermus, in the capacity of managing director of the Department of Industrial Design, hereinafter referred to as "**Department**";
2. **[NAME]**, a **[private company with limited liability/public limited liability company/foundation]**, having its registered seat in **[PLACE]**, **[COUNTRY]**, and registered with the trade register under file number **[NUMBER]**, hereinafter referred to as "**Partner**", in this matter duly represented by **[NAME]**;

Sub 1 and 2 hereinafter also to be referred to individually as "**Party**" and together as "**Parties**".

### WHEREAS:

- A. Partner intends to provide TU/e Confidential Information regarding **[BRIEF AND CONCISE DESCRIPTION PURPOSE OF COLLABORATION]**, hereinafter referred to as "**Purpose**", related to **[BRIEF AND CONCISE DESCRIPTION OF PROJECT]**;<sup>1</sup>
- B. Parties are prepared to collaborate with each other and Partner is prepared to provide TU/e Confidential Information, on the conditions to be agreed upon in this confidentiality agreement, hereinafter referred to as "**Agreement**";

### HAVE AGREED AS FOLLOWS:

#### Clause 1

- 1.1 "**Confidential Information**" shall be defined as: all intellectual, technical, scientific and/or commercial information, documents, records and other figures, irrespective of the manner in which such information is disclosed or provided, which belong to Partner or as the case may be are considered as confidential by Partner, including but not limited to, products, product samples, services, (future) projects, operations, processes, software programs, software sources, schemes, contracts, customer and prospects lists, financial data, plans, intentions, product information, know-how, design rights, copyrights, patents, trade secrets, inventions, techniques, prototypes, market opportunities and business affairs.
- 1.2 TU/e shall use the Confidential Information exclusively for the Purpose.
- 1.3 TU/e undertakes towards Partner during the term of this Agreement:
  - a. to keep the Confidential Information confidential and not disclose the Confidential Information; and
  - b. to refrain from obtaining or trying to obtain in its name a patent, design protection or any other intellectual and/or industrial property right, anywhere in the world, with regard to the Confidential Information, nor shall TU/e ever enable any third party, directly or indirectly, to do so.

#### Clause 2

- 2.1 The obligations as described in Clause 1 shall not apply if and in so far:

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<sup>1</sup> It is important to get both of these descriptions as brief and concise as possible, as these descriptions define the scope of this agreement and thus the range of both TU/e's possibility to use the Confidential Information as the liability risk of TU/e. It is thus in the interest of both parties to this agreement to get these descriptions as to-the-point and correct as possible.

- a. the information has become generally accessible or generally known, without any breach of this Agreement by TU/e or a party to whom TU/e has disclosed or provided the information;
- b. the information was demonstrable in TU/e's possession prior to receiving it from Partner and which TU/e did not previously receive from Partner;
- c. the information may be released with written permission of Partner; and/or
- d. TU/e was obliged to make disclosure by or by virtue of any statutory provision, by virtue of an irrevocable judgement of the competent governmental court or an otherwise binding and inviolable decision of any administrative, regulatory or self regulating body or authority, provided that in such case (a) TU/e shall enable Partner to take such measures as could serve Partner's interest in confidentiality and (b) only that part of the Confidential Information shall be disclosed that is described in the relevant provision or in the relevant order and such only to the agencies, authorities and (legal) persons stated therein.

2.2 The confidentiality obligations of TU/e shall at all times be without prejudice to TU/e to publish scientific information. Prior to publishing, TU/e shall consult Partner. TU/e shall take into consideration the interests of Partner.

**Clause 3**

3.1 Upon the expiration or termination of this Agreement or at any time upon first written demand of Partner, TU/e will promptly return to Partner or destroy all Confidential Information received in written, electronic or other tangible form, including but not limited to copies, reproductions, DVD's, USB sticks or any other form of data storage or written materials containing Confidential Information.

3.2 This Agreement applies, if applicable with retro-active effect, from the first date on which communications or discussions between the Parties with respect to the Purpose have taken place and shall apply until 2 years after the collaboration between Parties regarding the Purpose have terminated, during which term neither Party is entitled to terminate or cancel this Agreement.

**Clause 4**

4.1 The Parties waive the right to (give instructions to) annul, rescind or dissolve or cancel this Agreement, or to institute a claim at law for the annulment, rescission, dissolution or cancellation of this Agreement in whole or in part, insofar as such a waiver is permitted by the law.

4.2 This Agreement is governed exclusively by Dutch law. All disputes that may arise in connection with this Agreement or any agreements resulting from this Agreement shall be submitted to the competent court of Oost-Brabant, the Netherlands.

**AGREED, DRAWN UP AND SIGNED IN TWOFOLD IN THE PLACES AND ON THE DATES AS MENTIONED BELOW**

**Technische Universiteit Eindhoven**

**[PARTNER]**

Mr. J. Hermus  
Managing Director

**[NAME]**  
**[FUNCTION]**

Place:

Place:

Date:

Date: