**National University of Science and Technology**



**NUST Innovation Hub**

**CONFIDENTIALITY AGREEMENT**

Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, between **National University of Science and Technology (NUST)**, a Public Institution established through the (**NUST Act 25/13**) with offices at Corner Cecil Avenue and Gwanda Road, Bulawayo, Zimbabwe, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_ corporation with offices at [Street Address], [City], [State], [Country] (the “\_\_\_\_\_\_\_\_\_”).

# Background. \_\_\_\_\_\_ and \_\_\_\_\_\_ intend to engage in discussions and negotiations concerning the possible establishment of a business relationship between them. In the course of such discussions and negotiations and in the course of any such business relationship, it is anticipated that each party will disclose or deliver to the other party and to the other party’s directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) (collectively, “Representatives”) certain of its trade secrets or confidential or proprietary information for the purposes of enabling the other party to evaluate the feasibility of such business relationship and to perform its obligations and exercise its rights under any such business relationship that is agreed to between the parties (the "Purposes"). The parties have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the “Disclosing Party”; the party receiving such Proprietary Information is referred to as the “Recipient”.

# Proprietary Information. As used in this Agreement, the term “Proprietary Information” shall mean all trade secrets or confidential or proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient by the Disclosing Party, [or is disclosed in writing without an appropriate letter, proprietary stamp or legend,] shall constitute Proprietary Information for thirty (30) days after its disclosure, and thereafter shall remain Proprietary Information only if the Disclosing Party, within thirty (30) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made. In addition, the term “Proprietary Information” shall be deemed to include any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by the Recipient or its Representatives which contain, reflect or are based upon, in whole or in part, any Proprietary Information furnished to the Recipient or its Representatives pursuant hereto.

# Use and Disclosure of Proprietary Information. The Recipient and its Representatives shall use the Proprietary Information only for the Purposes and the Proprietary Information shall not be used for any other purpose without the prior written consent of the Disclosing Party. The Recipient and its Representatives shall hold in confidence, and shall not disclose any Proprietary Information of the Disclosing Party; provided, however, that (i) the Recipient may make any disclosure of such information to which the Disclosing Party gives its prior written consent; and (ii) any of the Proprietary Information may be disclosed by the Recipient to its Representatives who need to know such information in connection with the Purposes and who are informed of the confidential nature of such information and of the terms of this Agreement. In any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Proprietary Information.

# Limitation on Obligations. The obligations of the Recipient specified in Section 3 above shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

## is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Recipient;

## is in the Recipient’s possession at the time of disclosure;

## becomes known to the Recipient through disclosure by sources other than the Disclosing Party without such sources violating any confidentiality obligations to the Disclosing Party;

## is independently developed by the Recipient without reference to or reliance upon the Proprietary Information;

## is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that the Recipient provides prior written notice of such disclosure to the Disclosing Party and [takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure]; or

# Ownership of Proprietary Information. The Recipient agrees that the Disclosing Party is and shall remain the exclusive owner of Proprietary Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

# Return of Proprietary Information. The Recipient shall, upon the written request of the Disclosing Party, return to the Disclosing Party all Proprietary Information received by the Recipient or its Representatives from the Disclosing Party (and all copies and reproductions thereof). Alternatively upon written request of the Disclosing Party, the Recipient shall destroy all Proprietary Information received by the Recipient or its Representatives from the Disclosing Party (and all copies and reproduction thereof). Notwithstanding the return or destruction of the Proprietary Information, the Recipient and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder.

# Miscellaneous.

## This Agreement supersedes all prior agreements, written or oral, between the Disclosing Party and the Recipient relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by the Disclosing Party and the Recipient.

## This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

## This Agreement shall be construed and interpreted in accordance with the internal laws of , without giving effect to the principles of conflicts of law thereof.

## The provisions of this Agreement are necessary for the protection of the business and goodwill of the parties and are considered by the parties to be reasonable in connection with the Purposes. The Recipient agrees that any breach of this Agreement will cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

## The term of this Agreement is \_\_\_\_\_ years from the date of its execution. For the convenience of the parties, this letter agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both parties.

EXECUTED as a sealed instrument as of the day and year first set forth above.

**INVENTOR/S NUST Innovation Hub**

Name:---------------------------------------- Name:-------------------------------------

Signature:------------------------------------ Signature:---------------------------------

Witness:-------------------------------------- Witness:-----------------------------------