

King Abdullah University of Science and Technology

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made between _____
_____ having its principal place of business located
at _____

(hereinafter called "Collaborator") and **King Abdullah University of Science and Technology** (hereinafter called "KAUST"), each referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definition of Confidential Information

As used herein, "Confidential Information," when capitalized, is defined as information that a Party (the "Disclosing Party") considers confidential and discloses to the other Party (the "Receiving Party") by any means, that

- a. Is marked as "confidential" or "proprietary" or
- b. Is disclosed orally or by visual demonstration and such information (i) was previously identified in writing as confidential or proprietary or (ii) is identified orally at the time of disclosure and in writing within 10 days thereafter as confidential or proprietary,

with the exceptions as stated in Section 2.

2. Exceptions to Confidential Information

Confidential Information does not include information that:

- a. Is known at the time of disclosure, or later becomes known, to the general public, other than as a result of the breach of this Agreement;
- b. Can be shown by competent written evidence to have been known by the Receiving Party before its receipt from the Disclosing Party;
- c. Is received by the Receiving Party, without any obligations of confidentiality, from a third party who has the legal right to disclose it; or
- d. Is independently developed by the Receiving Party without the use of other Confidential Information, as shown by competent written evidence.

3. Protection of Confidential Information

With respect to the Disclosing Party's Confidential Information, a Receiving Party shall:

- a. Use reasonable means to protect the confidentiality of Confidential Information, which are at least as diligent as the means used to safeguard its own most confidential information;
- b. Use such Confidential Information solely for purposes authorized in Exhibit A (the "Purposes");
- c. Not disclose such Confidential Information to any third party except authorized representatives, consultants, or subcontractors engaged to assist in pursuing the Purposes who are bound to protect the Confidential Information as provided in this Agreement, or as authorized in writing by the Disclosing Party; and
- d. Not disclose such Confidential Information to any person within its own organization who does not have a need to know in order to carry out one or more Purposes.

4. Required Disclosure

A Receiving Party may disclose Confidential Information to the extent required by a valid order from a court or other governmental body, after first notifying the Receiving Party in writing of the order.

5. Points of Contact

For the purpose of administering this Agreement, the primary points of contact, with respect to the transmission, receipt and control of Confidential Information exchanged hereunder and for providing notices required by or relating to this Agreement, are designated by the respective Parties as follows:

For KAUST

For Collaborator

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

Whenever feasible, the Parties shall transmit their Confidential Information between these points of contact. However, Confidential Information shall not lose protection by virtue of receipt by another employee or agent of a Party.

6. Ownership of Confidential Information

All Confidential Information, including all copies thereof, shall remain the property of the Disclosing Party. All Confidential Information and copies thereof shall be returned to the Disclosing Party upon the written request of the Disclosing Party at any time.

7. No Warranties

Neither Party makes any warranty of any kind with respect to Confidential Information, including in particular but without limitation, warranties of merchantability, fitness for any purpose and non-infringement of trademarks, patents, copyrights, trade secrets, right of privacy, or any other rights of third persons. Neither Party assumes any responsibility or liability whatever under this Agreement for the results of use of the Confidential Information by the Receiving Party or others.

8. No Implied Licenses

No license is created under this Agreement, nor shall any be implied therefrom under any patent, trademark, application, copyright, trade secret, or other intellectual property right of either Party, other than the use of Confidential Information for the Purposes and subject to the limitations of this Agreement.

9. Independent Contractors

Each Party is an independent contractor. Neither is an agent of the other for any purpose whatsoever, and neither shall have any authority to bind the other.

10. Non-Disclosure Agreement Term

This Agreement shall take effect when executed by both Parties (the "Effective Date"). All obligations under this Agreement shall expire _____ years after the Effective Date, or, with respect to the obligations relating to the Confidential Information disclosed by a particular Disclosing Party, such earlier date that the Disclosing Party delivers written permission to the Receiving Party to disclose such Confidential Information.

11. Governing Law and Enforcement

This Agreement is made under and shall be construed according to the laws of the Kingdom of Saudi Arabia, without reference to conflicts of law provisions or principles.

12. Entire Agreement and Modifications

This Agreement, including its Exhibit A, supersedes any prior written or oral agreements relating to the transmission of information and purposes identified in Exhibit A. This Agreement may not be amended or modified except by subsequent agreement in writing signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives.

KAUST

Collaborator

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Nature of Confidential Information

a. Disclosed by KAUST:

b. Disclosed by Collaborator:

Permitted Uses of Confidential Information (“Purposes”)

a. By KAUST:

b. By Collaborator: