



**UNIVERSITÉ DE
MONTPELLIER**



Stakeholder Platform (SP) Confidentiality Agreement

The INTACTBioPack project's consortium consisting of:

1. Université de Montpellier (UM)
2. University of Zagreb, Faculty of Food Technology and Biotechnology (UNIZG-PBF)
3. New University of Lisbon (NOVA)
4. Mouloud Mammeri University of Tizi-Ouzou (UMMTO)
5. Tarsus university (TU)
6. Institute of Sciences of Food Production of Research National Council (CNR ISPA)
7. Nile University (NU)
8. Technical center of packing and packaging of Tunisia (PACKTEC)
9. National agronomic institute of Tunisia (INAT)
10. Institute of Agrochemistry and Food Technology - Spanish National Research Council (IATA-CSIC)
11. Yörük Süt A.S (YORUK)

Parties 1-11 hereinafter individually referred to as "Consortium Party" and jointly referred to as "Consortium Parties".

Université de Montpellier (UM), acting in its capacity of Coordinator of INTACTBioPack Project and has been authorized by the Consortium Parties to sign this Confidentiality Agreement on behalf of each and every Consortium Party in the INTACTBioPack.

Represented by **Valérie Guillard (the INTACTBioPack project coordinator)** and **M. Philippe Augé, the President of UM (as UM's representative)**.

And

..... (Legal name of organisation)
here in after referred to as

whose registered office is

represented by

(to be completed)

Individually called "**SP**" or "Party" or collectively (including the Consortium Parties) called "Parties".

PREAMBLE

A(Name of organisation) Platform (SP) with external members shall be established within the INTACTBIOPACK project. The members will get insight in the project and will receive information from the Consortium Parties.

.....(Name of organisation) has authorised(Name of representative), who represents(Name of organisation), to participate and attend the SP. Attendance and participation to the SP will involve(Name of representative).
.....(Name of organisation) shall inform UM of any change of Advisor(s) prior to any attendance of the SP.

The Parties acknowledge that according to the Consortium Agreement, article 6.7, a member of the SP is required to sign a non-disclosure agreement before the member will take part in the SP and/or before any information will be exchanged.

The INTACTBIOPACK Consortium Parties and(Name of organisation) will participate to discussions/presentations and may exchange confidential or proprietary information for the purpose of the INTACTBIOPACK PROJECT. By this Confidentiality Agreement,(Name of organisation) and the Consortium Parties agree to protect the confidentiality of information exchanged, in accordance with the provisions of this Agreement.

THEREFORE the Parties agree as follows:



1. The Consortium Parties are willing to disclose confidential information about the Project – in accordance with the provisions in this Agreement – to(Name of organisation) in order for the member to be able to assist the project with guidance on research directions and to be able to discuss the results.(Name of organisation) may also disclose confidential information to the Consortium Parties.
2. For the avoidance of doubt, the Consortium Parties are not under any obligation under this Agreement coerced to disclose confidential information they do not want to disclose.
3. The Consortium Parties and(Name of organisation) agree that all information disclosed from anyone of the Consortium Parties or from(Name of organisation) (the DISCLOSING PARTY) to(Name of organisation) or the Consortium Parties (the RECEIVING PARTY) in whatever form or format, including all written documents, electronic communications, numerical or paper documents transmission, or oral communications, shall be considered to be CONFIDENTIAL INFORMATION.
4. THE DISCLOSING PARTY is and remains the owner of the CONFIDENTIAL INFORMATION.
5. In consideration of the mutual covenants herein, in order to provide protection against inappropriate use or unauthorised disclosure, the RECEIVING PARTY hereby undertakes to comply with the following obligations:
 - a) The RECEIVING PARTY shall treat all CONFIDENTIAL INFORMATION as the confidential property of the DISCLOSING PARTY and agrees not to disclose or distribute any such CONFIDENTIAL INFORMATION to any third party without first obtaining the written consent of the DISCLOSING PARTY.
The RECEIVING PARTY can only disclose the CONFIDENTIAL INFORMATION to such staff members who are bound by secrecy and non-use obligation no less strict than the present Agreement and who need to know such CONFIDENTIAL INFORMATION.
 - b) The RECEIVING PARTY shall not publish or communicate all or part of the CONFIDENTIAL INFORMATION, unless authorised in writing by the DISCLOSING PARTY.
 - c) Except as set out above or agreed by the DISCLOSING PARTY in writing, the RECEIVING PARTY shall not use, copy in whole or in part, modify or adapt the CONFIDENTIAL INFORMATION in any way. At the DISCLOSING PARTY's written request, the RECEIVING PARTY shall cease all use of the CONFIDENTIAL INFORMATION and upon the DISCLOSING PARTY'S option return or destroy all copies of the CONFIDENTIAL INFORMATION in its possession.
 - d) The RECEIVING PARTY shall not file a patent application or any other type of Intellectual Property Right including the CONFIDENTIAL INFORMATION.
 - e) The RECEIVING PARTY shall not use CONFIDENTIAL INFORMATION otherwise than for the purpose for which it was disclosed. For the avoidance of doubt, the CONFIDENTIAL INFORMATION shall only be used exclusively for the purpose of the Project and only within the duration of the Project.
6. The foregoing restrictions shall not apply to information which the RECEIVING PARTY can prove:
 - a) was in the possession of the RECEIVING PARTY prior to disclosure by the DISCLOSING PARTY; or
 - b) is now or hereafter comes into the public domain other than by default of the RECEIVING PARTY; or
 - c) was lawfully received by the RECEIVING PARTY from a third party acting in good faith having a right of further disclosure; or
 - d) is required by law or other regulatory authorities to be disclosed by the RECEIVING PARTY, but only to the extent of such order. The RECEIVING PARTY shall promptly inform the DISCLOSING PARTY of such requirement prior to any disclosure and shall, to the extent it is lawfully able to do so, prior to any such disclosure comply with its reasonable instructions to protect the confidentiality of the information; or
 - e) was developed by the RECEIVING PARTY completely independently of the CONFIDENTIAL INFORMATION received; or



f) the DISCLOSING PARTY subsequently informs the RECEIVING PARTY that the CONFIDENTIAL INFORMATION is no longer confidential.

7. The RECEIVING PARTY shall not use the CONFIDENTIAL INFORMATION with the purpose of direct or indirect exploitation, without the DISCLOSING PARTY's prior written authorisation

8. None of these provisions may be interpreted as granting a licence and /or any rights/ or title whatsoever for the use of CONFIDENTIAL INFORMATION to the RECEIVING PARTY. All CONFIDENTIAL INFORMATION disclosed under this Agreement shall be and remain the property of the DISCLOSING PARTY and nothing contained in this Agreement shall be construed as granting or conferring any rights to such CONFIDENTIAL INFORMATION on the RECEIVING PARTY. Principally, nothing in this Agreement shall be deemed to grant to the RECEIVING PARTY a license expressly or by implication under any patent, copyright or other Intellectual Property Right. The RECEIVING PARTY hereby acknowledges and confirms that all the existing and future Intellectual Property Rights related to the CONFIDENTIAL INFORMATION are exclusive titles of the DISCLOSING PARTY, unless otherwise agreed in writing between the DISCLOSING PARTY and the RECEIVING PARTY.

9. The RECEIVING PARTY acknowledges that substantial damage could be done to the DISCLOSING PARTY and to the other Consortium Parties participating in the INTACTBIOPACK PROJECT through a breach of this Agreement, and each Party agrees that the provisions of this Agreement preventing disclosure and use of CONFIDENTIAL INFORMATION may be enforced by the DISCLOSING PARTY.

10. The CONFIDENTIAL INFORMATION subject to this Agreement is made available "as is" and no warranty or representation of any kind is made, given or implied, including but not limited to the accuracy, sufficiency, or fitness for purpose of the disclosed information, or the absence of any infringement of any proprietary rights of third parties. For the avoidance of doubt,(Name of organisation) shall be entirely responsible for its use of the CONFIDENTIAL INFORMATION and the DISCLOSING PARTY shall be under no obligation of liability.

11. No amendments or modification of this Agreement shall be binding or effective unless made in writing and signed by the Parties.

12. If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

13. This Agreement shall enter into force upon its signature by both Parties and shall apply until the CONFIDENTIAL INFORMATION has not been released into the public domain.

14. This Agreement shall be construed in accordance with and governed by the substantial laws of Belgium excluding its conflict of law provisions.

15. Signatures

The **Coordinator of the INTACTBioPack project, Valérie Guillard**, and **the President of the UM , a sUM 's representative** and(Name of organisation) have caused this Agreement to be duly signed by the undersigned authorised representatives in 2 original signature pages.

<p>Signature(s) Name(s): Valérie Guillard and Philippe Augé Title(s): INTACTBioPack project coordinator and the President of the UM Date:</p>	<p>SP Member</p> <p>Signature(s) Name(s): Title(s): Date:</p>
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