**NON DISCLOSURE AGREEMENT**

Hereinafter referred to as the « Agreement »

**BETWEEN**

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Hereinafter referred to as « the Partner »

**ET**

**SATT CONECTUS ALSACE**

SIRET number: 539 210 559 00024

Located at 5 rue Schiller, 67000 Strasbourg, France

Represented by Emmanuel POTEAUX, Interim CEO and Chairman

Hereinafter referred to as « Conectus »

Conectus acting in its own name and in the name and on behalf of:

**UNIVERSITY OF STRASBOURG**A scientific, cultural and professional public establishment
Located at 4, rue Blaise Pascal, CS90032, 67081 Strasbourg Cedex
Hereinafter referred to as « UNISTRA »

**And**

**FRENCH NATIONAL INSTITUTE OF HEALTH AND MEDICAL RESEARCH**

A public institution dedicated to research in the field of health and medicine

Located at 101 rue de Tolbiac, 75654 Paris Cedex 13

Hereinafter referred to as « INSERM »

Each referred to below individually as « the Party » and collectively as « the Parties ».

**PREAMBULE**

Effective Date: …… / …… /……

Within a national French program of huge investments in the public research, UNISTRA and INSERM (hereinafter referred to as « Establishments ») accompanied the creation of the Technology Transfer Acceleration Company (SATT) Conectus, owning shares in the company. Conectus is dedicated to the management of the contracting activities, the budget execution, the intellectual property and the technology transfer of UNISTRA and INSERM on an exclusive basis and get a full delegation to sign all agreements.

In order to evaluate the opportunity of a collaboration, the Parties decide to exchange Information as defined below.

Each Party agrees that the Partner may communicate Information, as defined below, to its affiliated companies, which means any Party who controls, directly or not, the Party, is controlled by the Party or was under the same control as the Party as considered in article L233-3 of the French code de commerce.

The academic laboratory involved is:

………………………………………………………………………………………………………………………………………………

(Full name)

……………………………… (Initials)

……………………………… (Unit number)

The Parties decide to sign the present Agreement in order to secure their discussions requiring confidential Information relating to the following subject:

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**PARTIES AGREE AS FOLLOWS :**

1. The confidential information, hereinafter referred to as « Information », include all information or data, whatever the form and including, without limitation, all written or printed documents, all samples, models, methods or processes disclosed by the Parties in the subject defined above, in writing or orally, or more generally all means of disclosing should be chosen by the Parties during the validity of this Agreement. All communication of information will be made in writing (paper or electronically support) clearly referred to confidential, and will be confirmed in writing in the case of oral transmission, or transmission of material, samples, models, methods or processes, in the time of one (1) month following the date of transmission. Information confidential by its nature, or disclosed or otherwise made available under circumstances reasonably indicating it is confidential, and would be considered confidential by a person exercising reasonable judgment, shall be considered to be Information regardless of whether the disclosing Party has marked the Information as such.
2. The Party which received an Information undertakes the commitments below :
* to consider and treat the Information as confidential
* to prevent any unauthorized use or disclosure of Information
* to use the Information only in the frame of their collaboration and for the subject
* to give access to Information inside of its company or of its affiliates, only by its employees who need to use them for the subject and to inform them of their confidentiality commitments and to make sure that they respect individually the commitment of their company in accordance with the present Agreement.
* to refrain from disclosing any part of the Information to third party without the previous written approval of the other Party.
1. The confidentiality and non-use obligations shall not apply, if proofs are produced, to any information which:
* is known to the public prior to disclosure or becomes known by the public through no fault of the receiving Party,
* is the result of internal developments undertaken by the employees of the receiving Party,
* was developed independently and in good faith by the receiving Party without in any way using the Information or was already known by the receiving Party prior to this Agreement from its own independent sources,
* is disclosed by a third party having a legal right to make such a disclosure through no fault of the receiving Party,
* is required by law, regulation or by order of any court to disclose Information. In this case, the Party shall shortly inform the other one, in order to take corresponding measures.
1. Nothing in this Agreement shall be construed as a grant, expressly or not, of a license or a right of prior user under any patent or other intellectual property rights concerning the use of Information.
2. Information is provided on an “as-is” basis and any use shall be solely at each Party's own risk. The disclosing Party gives no warranty as to the accuracy, reliability, novelty, completeness or fitness for any purpose of any Information, nor that its use will not infringe on any third party's rights.
3. This Agreement shall not be considered as an obligation to conclude any further partnership. Each Party keeps the right, to its own discretion, to interrupt discussions.
4. On prior request of the disclosing Party, the receiving Party shall return promptly all Information received or, according to the disclosing Party choice, to attest their destruction, except for the receiving Party (i) the right to keep a copy for probationary purposes if necessary in order to attest of its obligations under the present Agreement and (ii) the right to keep back-up copies generated automatically and stored on computer support.
5. This Agreement will enter in force on Effective Date mentioned above and is concluded for a duration of twelve months. However, this Agreement may be terminated as of right by either Party, within thirty days’ notice after one Party has sent to the other Party a registered letter with acknowledgement of receipt setting forth the reason of the termination. The confidentiality obligations will remain in force until a period of five years after termination.
6. The PARTIES guarantee that all Personal Data that they may hold, communicate or to which they may have access in the context of the implementation of the contract or in the course of its follow-up have been obtained and are used in such a way as to guarantee appropriate security and confidentiality. In this respect, they ensure the prevention of any unauthorized access to the Personal Data, as well as against any violation, loss, unauthorized disclosure or accidental destruction, and alert the other PARTY if one of these hypotheses occurs, so that it can alert the individuals concerned.

As data controller, each PARTY guarantees the natural persons concerned the right to be informed and to have access to the Personal Data concerning them, the right of rectification and deletion, the right to limit and oppose the processing, the right not to be subject to automated processing for the purpose of defining their profile and the right to portability.

1. This Agreement shall be governed by French law. In the event of disputes regarding the terms of this Agreement, the Parties shall endeavour to settle their differences out of court. Any disputes which cannot be settled in accordance shall be submitted to the French competent court.

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| Electronically signed |
| **The Partner** | **Conectus – UNISTRA – INSERM**  |