**CONFIDENTIALITY AGREEMENT**

### Parties

1. **Uppsala universitet**, org.nr. 202100-2932, for the purpose of this Confidentiality Agreement acting through its department of [deparment], [address] (“UU”),

1. [**Name**], [address] (“[acronym]”), and
2. [**Name**], [address] (“[acronym]”).

### Background

[*Please complete with background and purpose of the agreement, e.g. if the* ***parties*** *intend to have a meeting where sensitive information will be exchanged for the purpose to explore possibilities for further collaboration. If the interlocution is between certain departments, sections or persons at the University (e.g. a particular research group), here is a good place to clarify this. Please note that if information is exchanged within a project, it is preferable to regulate matters of confidentiality in the project agreement instead.*]

In view of the aforementioned (the ”Purpose”) the Parties will share information, of which some information is sensitive and the disclosure of it to third parties can result in harm to the owner of the information. The Parties hereby agree to the following in regard of information that will be shared for the Purpose and particularly in regard of the Confidential Information.

### Confidential Information

”Confidential Information” is any and all information that one Party (the ”Disclosing Party”) disclose to the other Party (the Receiving Party”) within the framework of the Purpose, provided that:

1. for written information, the information is clearly marked as *secret* or *confidential* at the time of disclosure.
2. for non-written information, the Receiving Party is informed at the time of disclosure that the information is to be regarded as secret or confidential and the Disclosing Party confirm this in writing within five working days from the time of disclosure.

Notwithstanding what is stipulated above, Confidential Information does not include:

1. information that is already known to the Receiving Party at the time of disclosure,
2. information that is or become publicly known without any breach of this Agreement,
3. information that is received by the Receiving Party from a third party without any obligation to keep secret, and
4. information that is independently developed by the Receiving Party without benefit of the Confidential Information received from the Disclosing Party.

### Handling of information

The Receiving Party hereby commit to treat the Confidential Information in strict confidence and not divulge any of it to any third party, not use the Confidential Information for any other purpose than the Purpose and not to distribute the Confidential Information within its own organization beyond necessary to the fulfilment of the Purpose.

The Receiving Party shall forthwith inform the Disclosing Party if discovering or suspecting that any Confidential Information or part of any Confidential Information has been disclosed to or become the knowledge of someone not authorized to receive the Confidential Information according to this Agreement.

The disclosure of Confidential Information due to mandatory law, court order or imperative authority decision is not to be regarded as breach of this Agreement. Such disclosure shall however not by itself imply that the disclosed information is no longer Confidential Information according to this Agreement.

### Return of information

The Receiving Party shall on request of the Disclosing Party or when the Purpose is met return all Confidential Information to the Disclosing Party together with any copies thereof. The Receiving Party may however keep a copy of the Confidential Information for archival purposes when necessary to comply with mandatory law. The archival copy shall be kept in accordance with the obligations of this Agreement.

### Ownership of information

All rights to the information disclosed for the Purpose shall stay with the Disclosing Party and the Receiving Party shall have no other rights beyond those expressively stipulated by this Agreement.

### Guaranties and liability

If nothing else expressively stipulated, the Disclosing Party gives no guaranties or representations for the information disclosed. The Disclosing Party particularly disclaims that the information can be used for commercial purposes or without risk for injury to person or property or without regulatory approvals or that the use does not infringe third party intellectual property rights.

### Term

This Agreement enters into force when signed by all Parties and is valid until [date]. The obligations to keep Confidential Information secret according to Section 3 of this Agreement shall apply five years thereafter, however never longer than ten years from the receiving of the information.

### Entire agreement

This Agreement constitutes the whole agreement between the Parties on the subject matter and cannot be changed or amended without a written amendment or new agreement signed by all Parties.

### Dispute

This Agreement shall be governed by Swedish law. All disputes arising out of this Agreement, or the interpretation of this Agreement, shall be exclusively settled by the District Court in Uppsala, Sweden.

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This Agreement has been drawned up in three (3) copies, of which each Party has taken one copy.

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| Datum: | Datum: |
| Uppsala universitet  Department of […] | [acronym] |
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| Namn: […]  Titel: […] | Namn: […]  Titel: […] |
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[acronym]

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| Namn: […]  Titel: […] |