1. **The Provost, Fellows, Foundation Scholars, and the other members of Board, of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin**

and

(2) [Full legal name of the Company]

## ONE-WAY CONFIDENTIAL DISCLOSURE AGREEMENT

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**This Agreement** is between:

1. **The Provost, Fellows, Foundation Scholars, and the other members of Board, of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin** (“**TRINITY**”), a body corporate, whose principal address is at College Green, Dublin 2 and
2. [*insert full legal name of Company*] (the “**COMPANY**”), a company incorporated in [●] under registration number [●], whose [principal place of business *or* registered office is at [•];

 (together the “**Parties**” and “**Party**” shall mean either one of them).

Background:

The Parties wish to hold discussions relating to the field of [●] (the “**Field**”). TRINITY is acting through [●] of the School of [●]. The COMPANY wishes to receive confidential information in the Field from TRINITY for the purpose of [●] (the “**Permitted Purpose**”).

**The Parties agree as follows:**

1. Definitions
	1. In this Agreement, the following words shall have the following meanings:

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| Authorised Persons | shall have the meaning given in clause 3.1. |
| Confidential Information | shall mean:1. in respect of Information provided in documentary form or by way of a model or in other tangible form, Information which at the time of provision is marked, or information which ought reasonably to be considered confidential, given the nature of the information, or the circumstances of disclosure; and
	* + 1. In respect of Information that is imparted orally, any information that TRINITY or its representatives informed the COMPANY at the time of disclosure was imparted in confidence; and
			2. in respect of Information imparted orally, any note or record of the disclosure and any evaluation materials prepared by the COMPANY that incorporate any Information; and
			3. any copy of any of the foregoing.

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| Effective Date | shall mean the date of signature of this Agreement by the last Party to sign. |
| Information | shall mean information (whether of a technical, commercial or any other nature whatsoever) provided directly or indirectly by TRINITY to the COMPANY in oral or documentary form or by way of models, biological or chemical materials or other tangible form or by demonstrations, on or after the date of this Agreement. |

1. **Confidentiality obligations**
	1. In consideration of TRINITY providing Confidential Information, at its discretion, to the COMPANY, the COMPANY shall:
		1. keep the Confidential Information secret and confidential;
		2. neither disclose nor permit the disclosure of any Confidential Information to any person, except for disclosure to Authorised Persons in accordance with clause 3, or to a court or other public body in accordance with clause 4;
		3. not use the Confidential Information for any purpose, whether commercial or non-commercial, other than for the Permitted Purpose;
		4. not to seek to obtain any protection of the intellectual property contained in the Confidential Information of TRINITY;
		5. make only such limited number of copies of the Confidential Information as are required for the Permitted Purpose, and provide those copies only to Authorised Persons;
		6. give notice to TRINITY of any unauthorised misuse, disclosure, theft or loss of the Confidential Information immediately upon becoming aware of the same.
2. **Disclosure to employees**
	1. The COMPANY may disclose the Confidential Information to those of its officers, employees and professional advisers (together, “**Authorised Persons**”) who:
		1. reasonably need to receive the Confidential Information to enable the COMPANY to achieve the Permitted Purpose;
		2. have been informed by the COMPANY (a) of the confidential nature of the Confidential Information, and (b) that TRINITY provided the Confidential Information to the COMPANY subject to the provisions of a written confidentiality agreement;
		3. have written confidentiality obligations to the COMPANY that (a) are no less onerous than the provisions of this Agreement, and (b) apply to the Confidential Information, and who have been instructed to treat the Confidential Information as confidential;
	2. The COMPANY shall be responsible for taking reasonable action to ensure that its Authorised Persons comply with the COMPANY’s obligations under this Agreement and, without prejudice to any other right or remedy of TRINITY, shall be liable to TRINITY for any breach of this Agreement by such Authorised Persons.
3. **Disclosure to court, etc.**
	1. To the extent that the COMPANY is required to disclose Confidential Information by order of a court or other public body that has jurisdiction over the COMPANY, it may do so. Before making such a disclosure the COMPANY shall, if the circumstances permit:
		1. inform TRINITY of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information);
		2. ask the court or other public body to treat the Confidential Information as confidential; and
		3. permit TRINITY to make representations to the court or other public body in respect of the disclosure and/or confidential treatment of the Confidential Information.
4. **Exceptions to confidentiality obligations**
	1. The COMPANY’s obligations under clause 2 shall not apply to Confidential Information that:
		1. the COMPANY possessed before TRINITY disclosed it to the COMPANY; or
		2. is or becomes publicly known, other than as a result of breach of the terms of this Agreement by the COMPANY or by anyone to whom the COMPANY disclosed it; or
		3. the COMPANY obtains from a third party, and the third party was not under any obligation of confidentiality to the Disclosing Party with respect to the Confidential Information; or
		4. it can show (as demonstrated by its written records or other reasonable evidence) has been independently developed by any of the COMPANY’s employees or Authorised Persons who have not had any direct or indirect access to, or use or knowledge of, the TRINITY’s Confidential Information.
5. **Return of information and surviving obligations**
	1. Subject to clause 6.2, the COMPANY shall (a) at TRINITY’s request, and (b) upon any termination of this Agreement:
		1. either return to TRINITY or destroy (at TRINITY’s option) all documents and other materials that contain any of the Confidential Information, including all copies made by the COMPANY representatives;
		2. permanently delete all electronic copies of Confidential Information from the COMPANY’s computer systems; and
		3. provide to TRINITY a certificate, signed by an officer of the COMPANY, confirming that the obligations referred to in clauses 6.1.1 and 6.1.2 have been met.
	2. As an exception to its obligations under clause 6.1, the COMPANY may retain one copy of the Confidential Information, in paper form, in the COMPANY’s legal files for the purpose of ensuring compliance with the COMPANY’s obligations under this Agreement.
	3. This Agreement will take effect as of the Effective Date and will remain in full force for a period of twelve (12) months from the Effective Date. Either Party may terminate this Agreement by giving thirty (30) days’ written notice to the other Party. The COMPANY’s obligations shall otherwise continue in force, in respect of Confidential Information disclosed for a period of [3] [5] [10] years from the Effective Date of this Agreement.
6. **General**
	1. The COMPANY acknowledges and agrees that all property, including any intellectual property, in the Confidential Information shall remain with and be vested in TRINITY.
	2. This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
		1. to grant the COMPANY any licence or rights other than as may be stated in this Agreement;
		2. to require TRINITY to disclose, continue disclosing or update any Confidential Information;
		3. to require TRINITY to negotiate or continue negotiating with the COMPANY with respect to any further agreement, and either Party may withdraw from such negotiations at any time without liability; nor
		4. as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any information or materials provided under this Agreement.

7.3 It is understood and agreed that notwithstanding any other provision of this Agreement, a breach by the COMPANY of any of the provisions of this Agreement may cause TRINITY irreparable damage for which recovery of money damages might be inadequate, and that TRINITY will be entitled to seek an injunction to protect its rights under this Agreement in addition to any and all remedies available at law.

7.4 Notices under this Agreement must be in writing and may be delivered by hand, pre-paid registered post, or electronic mail to the address of the Parties set out hereunder (or to such other address as that Party may have notified to the other under the provisions of this clause). Notices delivered by hand shall be deemed delivered upon receipt, while notices delivered by post until and unless the contrary is proven, shall be deemed delivered 72 hours after posting, and notices delivered by email until and unless the contrary is proven, shall be deemed delivered 24 hours after transmission.

TRINITY Contact

 Attn: [INSERT CASE MANAGER]

 Technology Transfer Case Manager

 Trinity Research & Innovation,

 O’Reilly Institute, Trinity College Dublin,

Dublin 2, Ireland

 @tcd.ie

COMPANY Contact:

 Attn: [Name and Address]

7.5 No amendments, changes or modifications to this Agreement will be valid unless the same are in writing and signed by a duly authorized representative of each of the Parties.

7.6 Each of the provisions of this Agreement is separate and severable and enforceable accordingly. If at any time any of the provisions is held to be void or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. If any provision is held to be void or unenforceable, the Parties agree to substitute any such provision with a valid enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

7.7 This Agreement represents the entire agreement of the Parties with respect to its subject matter and it supersedes all prior representations, agreements, arrangements and undertakings with respect thereto whether written or oral.

7.8 This Agreement shall be governed by and construed in accordance with the laws of Ireland and each Party agrees to submit to the [non-]exclusive jurisdiction of the courts of Ireland.

7.9 This Agreement may be executed in any number of counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. This agreement may be executed by electronic signature, and delivery of an executed counterpart of a signature page to this Agreement by electronic transmission will be as effective as delivery of a manually executed and delivered counterpart of this Agreement. An electronic copy of this Agreement, executed by both Parties, will be as effective as an executed paper document.

**Agreed by the Parties through their authorised signatories:**

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| --- | --- |
| For and on behalf of **The Provost, Fellows,** | For and on behalf of |
| **Foundation Scholars, and the other members of Board, of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin**  | **[Insert full legal name of the COMPANY]** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signed | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signed |
| Name: Dr. Emily Vereker | Name: |
| Title: Senior Patents and Licensing Manager  | Title: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |