**CONFIDENTIALITY AGREEMENT**

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| Agreement Reference: |  |

An Agreement between

The University of Malta of Msida MSD 2080, duly represented by the Rector, Prof. Alfred J. Vella

And

[NAME OF COMPANY], a company registered in Malta under company number [number on Register of Companies] whose registered address is [address of office on the Register of Companies], duly represented by the [Position], [Name of Individual]

And

[NAME OF INDIVIDUAL] of [address of individual] and holder of ID card number [ID card number]

Hereinafter referred to individually as ‘the *Party*’ and collectively as ‘the *Parties’*.

1. Each of the Parties to this Agreement intends to disclose information (the *Confidential Information*) to the other Party or Parties for the purpose of [insert details e.g. discussing the possibility of the parties entering into a joint venture] (the *Permitted Purpose*). For the avoidance of doubt, all information disclosed between the Parties on the Permitted Purpose shall be deemed to be Confidential irrespective of whether the Party disclosing (the *Discloser*) has marked the information as confidential.
2. Each Party to this Agreement is referred to as ‘the *Recipient*’ when it receives or uses the Confidential Information disclosed by the Discloser.
3. The Recipient undertakes not to use the Confidential Information for any purpose except the Permitted Purpose, without first obtaining the written agreement of the other Discloser.
4. Neither Party shall issue any press release or any other information to the public containing the names of the other Party or Parties, without first obtaining the written agreement of the Party to be named.
5. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party, except to its employees and professional advisers, who need to know the same for the Permitted Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 3 above and this clause 5.
6. The undertakings in clauses 3 and 5 above apply to all of the information disclosed by each Discloser to each Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
	1. any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
	2. any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser; or
	3. any information obtained by the Recipient from a third party with a valid right to disclose such Confidential Information, provided that said third party is not under a confidentiality obligation to the Discloser; or
	4. any information which was independently developed by Recipient without reference to Discloser’s Confidential Information as shown by Recipient’s written records.
7. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority. Provided that, in the event that such a disclosure is required, the Recipient shall promptly notify the Discloser.
8. The Parties give no warranties in relation to the Confidential Information disclosed through this Agreement and in particular (but without limiting the foregoing) no warranty or representation, express or implied, is given by the Discloser as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Agreement.
9. The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information and will not retain any copies or records of the Confidential Information disclosed by the Discloser.
10. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Discloser.
11. No agency or partnership relationship between the Parties hereto, whether express or implied, shall be created by this Agreement.
12. This Agreement shall be effected as of [date when confidential information was/will be first disclosed, even if this is in the past] and shall terminate five (5) years later. The undertakings in clauses 3 and 5 will continue in force for five (5) years from the termination of this Agreement.
13. All notices required to be served pursuant to this Agreement shall be made in writing to the addresses at the head of this Agreement. This Agreement may not be modified except in a writing signed by the Parties.
14. This Agreement shall be governed by the laws of Malta. In the event of any dispute between the Parties, the Parties agree to attempt to reach an amicable settlement in good faith. Should an attempt to reach an amicable settlement be unsuccessful the Parties agree to resort to arbitration in terms of Chapter 387 of the Laws of Malta.

AGREED by the Parties through their authorised signatories:

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For and on behalf of the University of Malta

Prof. Alfred J. Vella

Rector

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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For and on behalf of [Name of Company] [Name of Individual]

[Name of Individual] [ID Card Number]

[Position]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_