**Non Disclosure Agreement**

between

- hereinafter referred to as ..........-

and

Technische Universität Dresden

01062 Dresden

 as legal entity for its

Institute for ..........

- hereinafter referred to as “TUD” -

- hereinafter jointly referred to as the “Parties” -

Whereas:

- The parties hereto intend to collaborate in the field of:

- hereinafter referred to as “Project” -

and

- In order to define the nature and content of the Project the parties hereto may wish to exchange technical and/or commercial information of a confidential nature presently in their possession and wish to ensure that the same remains confidential.

Now, therefore, it is hereby agreed as follows:

 1. For the purposes of this Agreement “Confidential Information” shall mean such technical and/or commercial information as may be disclosed by any of the parties hereto to the other party, and which at the time of its disclosure is identified as being confidential.

 2. Each party hereto undertakes to treat as confidential all and any Confidential Information disclosed to it by the other party hereto and agrees that it shall not, except with the prior written consent of the disclosing party, make use of the same nor disclose the same to any third party.

3. The restrictions concerning the use and disclosure of Confidential Information shall not apply to any information which is:

(a) published otherwise than as a result of any breach of this Agreement

or

(b) proven to have been known to the receiving party prior to the time of its receipt pursuant to this Agreement

or

(c) lawfully acquired by the receiving party from an independent source having a bona fide right to disclose the same

or

(d) independently developed by an employee of the receiving party who has not had access to any of the Confidential Information of the other Party hereto

 4. The Parties hereto shall not, without the prior written consent of the disclosing party, copy or reproduce any document provided to the receiving party containing in whole or in part Confidential Information and any party receiving any such document shall return the same and any copies thereof to the party supplying the same on the party’s request but the latest until .

 5. Any sample or material which may be supplied by one party to the other for the purpose of evaluation or testing shall be used only for that purpose and, to the extent that such sample or material has not been destroyed during such evaluation or testing, shall be returned to the party supplying the same at the request of the supplying party. To the extent any sample is provided, the party receiving such sample shall not analyse, chemically or otherwise, the sample to determine the identity and/or properties of components used to prepare the sample.

 6. All information, including any documents, drawings, sketches, designs, materials or samples supplied pursuant to this Agreement shall remain the property of the party disclosing or supplying the same and no rights are granted to the other party hereto in the same, whether patented or not.

 7. In the event that any term or provision of this Agreement shall be invalid or unenforceable then the remainder of this Agreement shall be valid and enforceable to the fullest extent. The invalid or unenforceable term or provision shall be replaced by a term or provision achieving an equal economic purpose. The same shall apply in case of a gap.

 8. This Agreement is subject to and governed by the laws of the Federal Republic of Germany.

 9. This Agreement shall come into force on the date of the last signature and shall thereafter continue for ... years.

..............., ....................... Dresden, ............................

 ......................................................................

 Chancellor

 (Signed on behalf of TUD)

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 Principal Investigator

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