

# CONFIDENTIAL NONDISCLOSURE AGREEMENT

Made and entered into by and between  
Bar-Ilan University (BIU), Ramat Gan, Israel

and

\_\_\_\_\_ (Recipient)

Whereas BIU possesses certain confidential ideas and/or data and/or scientific information (Confidential Information) relating to Research, Technology, and Development in the field of \_\_\_\_\_

as developed by Prof. \_\_\_\_\_; and

Whereas BIU is willing to make such Confidential Information available to the Recipient, and the Recipient is willing to receive all such information strictly subject to the conditions set forth here, and for the sole purpose of evaluation and determination of interest.

Now, therefore, BIU and the Recipient have agreed as follows:

1. The Recipient will hold in confidence all the Confidential Information received from and disclosed to it by BIU
2. Notwithstanding the above, information will not be considered confidential or subject to this Agreement if the Recipient can prove in writing that such information:
  - (a) Was in the Recipient's possession at the time of the disclosure, and was not acquired or obtained by any means from BIU.
  - (b) Was at the time of the Relevant Date in the public domain, or became public after the Relevant Date, by publication or other documented means, through no act or fault of the Recipient.
  - (c) Was received by the Recipient from a third party having the legal right to transmit the information.
  - (d) Which BIU agrees in writing is free of restrictions of confidentiality.
3. The Recipient will safeguard the Confidential Information and will take all reasonable care necessary in order to prevent its loss or its dissemination, distribution, or revelation to any other party.

Initial: \_\_\_\_\_ Initial: \_\_\_\_\_

In the event of loss of any part of the Confidential Information, under the Recipient's control or its coming to the knowledge of any other party, the Recipient will immediately notify BIU in writing.

4. The Recipient will use its best efforts to limit access to the Confidential Information under its control solely to the Recipient's employees who have signed Confidential Nondisclosure Agreements, and whose access to the Confidential Information is essential for the evaluation.
5. This Agreement does not constitute a license to use the Confidential Information other than for evaluation purposes, and will not in any way commit BIU to enter into any such or any other Agreement with the Recipient.
6. In the event that the Confidential Information is or becomes the subject of a Patent Application, Patent, Copyright or Breeder Right, under the laws of each and any country, the Recipient will not contest BIU's claim to all the rights and remedies available to it because of said countries' Patent Applications, Patents, Copyrights or Breeder Rights.
7. All Confidential Information will remain the property of BIU and The Recipient shall have no such rights in them. Confidential Information will be returned upon written request of BIU or without request at the end of its evaluation. In either case no copies in any form are to be retained by the Recipient, except one copy which will be kept in the Recipient's legal files to determine its ongoing obligations under this Agreement.
8. This Agreement constitutes the entire understanding between the parties hereto as to the Confidential Information, and merges all prior discussions between relating to this subject.
9. No amendment or modification of this Agreement will be valid or binding on the parties unless made in writing and signed on behalf of each of the parties.
10. The provisions of this Agreement and everything concerning the relationship between the parties in accordance with this Agreement will be governed by Jewish law and jurisdiction.
11. Israeli law will govern this Agreement. Jurisdiction will be granted only to the appropriate court in Tel-Aviv.

In Witness Whereof, The Parties Have Attached Their Signatures

Signature of Authorized Representative  
of the Recipient

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Authorized Representative of BIU By:

Name: Yossi Kalifa, Ph.D.  
Title: Director Research Authority  
Date: \_\_\_\_\_