

# CONFIDENTIALITY AGREEMENT

Between

Company X

and

The American University in Cairo,  
(hereinafter "AUC")

## Preamble

AUC developed know-how in the field of ..... [project title] and is interested in continuing its research in this field and possibly seeks to exploit it commercially.

Company X is interested in additional know-how in the above-mentioned field and thus seeks to enter into dialogue with AUC and to get detailed information through written documents and oral comments.

## 1. Confidentiality

The contracting parties (receiving parties) agree that all information, that is to say in particular written documents, drawings, electronically saved data, possible items and disclosed know-how and oral information disclosed by the other contracting party (disclosing party) to them within this contractual relationship shall be deemed confidential. Orally transferred confidential information shall be saved in written form within 30 days.

The obligation to maintain confidentiality means in particular that without the explicit written agreement of the disclosing party and with regard to the disclosed information the receiving party shall not be allowed to:

- a) pass it on to third parties,
- b) disseminate it in-house beyond the circle of staff members directly involved in the project.

## 2. Involvement of staff members

The receiving party shall impose the obligation to maintain confidentiality on the staff members who receive information to be held confidentially. Respective Confidentiality Agreements shall be drawn up in written form, and the disclosing party shall be informed within 14 days.

## 3. Term of the obligation to maintain confidentiality

The obligation to maintain confidentiality shall last 3 years as from the termination of this Agreement.

**4. Returning the documents**

In case the contracting parties terminate the dialogue about the project mentioned in the Preamble, the receiving party shall be obliged to completely return all documents from the disclosing party within 14 days to the latter.

**5. Exceptions**

The obligation to maintain confidentiality shall no longer apply as far as the information disclosed and the documents

- a) were proved to be known to the contracting party prior to disclosure,
- b) were known to the public or generally accessible prior to disclosure,
- c) become known to the public or generally accessible after disclosure without fault of the receiving party or
- d) mainly correspond to information and documents which were disclosed or made accessible to the contracting party by an entitled third party.

The burden of proof for the existence of the prerequisites of figures 5 a) to d) rests with the receiving party.

**6. Intellectual Property**

None of the parties shall by means of this agreement be considered to have granted the other party any licence to exploit rights such as intellectual property rights or rights to trade secrets of technical or commercial nature.

**7. Jurisdiction**

The Egyptian courts shall have exclusive jurisdiction to hear any dispute. The Agreement is subject to Egyptian law.

**8. Term of the Agreement**

This Agreement enters into force on .....and terminates on .....

..... , .....

Company X

(Name and signature)