**NON-DISCLOSURE OR CONFIDENTIALITY AGREEMENT RESEARCH DATA**

**TILBURG UNIVERSITY – Disclosing Party to Student**

***Template, version March 31, 2021***

**THE UNDERSIGNED:**

1. **Tilburg University (TiU)[[1]](#footnote-1),**, incorporated and existing under the laws of The Netherlands, with its offices [5037 AB] Tilburg, Warandelaan 2, registered in the trade register under file 41095855, in this matter duly represented by [@], hereinafter referred to as “**TiU**”;
2. **[NAME]**, a registered student at TiU and having its residence at [ADDRESS], [COUNTRY], , hereinafter referred to as “**Student**;

TiU and Student hereinafter also to be referred to individually as “**Party**” and together as “**Parties**”.

**WHEREAS:**

1. TiU intends to provide Student information, including research data, and information that can be qualified as Confidential Information, regarding the subject [BRIEF AND CONCISE DESCRIPTION PURPOSE OF RESEARCH COLLABORATION], hereinafter referred to as “**Purpose**”,
2. Parties are prepared to collaborate with each other and TiU is prepared to provide Student Confidential Information, on the conditions to be agreed upon in this confidentiality agreement, hereinafter referred to as “**Agreement**”;

**HAVE AGREED AS FOLLOWS:**

**Article 1. Definitions**

In addition to the definitions defined in this Agreement otherwise, the following definitions apply:

* “**Confidential Information**“ shall be defined as any and all information regarding the “Purpose” of whatever form disclosed by TiU to Student subject to this Agreement which:  
  (i) information is marked or indicated as “Confidential” or   
  (ii) Student reasonably knows or should know that information qualifies as Confidential Information (such as, but not limited to, know-how, data, formulae, results of experimentation, specifications, inventions, techniques, research and development plans, documents, drawings, sketches, designs, samples, prototypes, business strategies and plans, software and other technical or business information and intellectual property rights)
* “**Intellectual Property Rights**”: all intellectual property rights conferred by law, such as, for example, copyrights, patent rights, trademark rights, design rights, database rights and grower’s rights

**Article 2. Confidentiality**

1. Student shall use the Confidential Information exclusively for the Purpose.

2. Student undertakes towards TiU during the term of this Agreement to keep the Confidential Information confidential and not disclose the Confidential Information.

3. The obligations as described in Paragraph 1 and 2 shall not apply if and in so far:

1. the information has become generally accessible or generally known, without any breach of this Agreement by Student or a party to whom TiU has disclosed or provided the information;
2. the information was demonstrable in Student's possession prior to receiving it from TiU and which Student did not previously receive from TiU;
3. the information may be released with written permission of TiU; and/or
4. Student was obliged to make disclosure by or by virtue of any statutory provision, by virtue of an irrevocable judgement of the competent governmental, provided that in such case:

i. Student shall enable TiU to take such measures as could serve TiU’s interest in confidentiality; and,

ii. only that part of the Confidential Information shall be disclosed that is described in the relevant provision or in the relevant order and such only to the agencies, authorities and (legal) persons stated therein.

**Article 3. Ownership Confidential Information**

1. Ownership and proprietary rights to the Confidential Information, including Intellectual Property rights, disclosed subject to this Agreement vest and will remain with TiU.

**Article 4. Duration and termination of Agreement**

1. This Agreement will enter into effect upon the moment the Agreement has been signed by both Parties. This Agreement applies, if applicable with retro-active effect, from the first date on which communications or discussions between the Parties with respect to the Purpose have taken place and shall apply until 2 years after the collaboration between Parties regarding the Purpose have terminated, during which term neither Party is entitled to terminate or cancel this Agreement.

2. Upon the expiration or termination of this Agreement or at any time upon first written demand of TiU, Student will promptly return to TiU or destroy all Confidential Information received in written, electronic or other tangible form, including but not limited to copies, reproductions, DVD’s, USB sticks or any other form of data storage or written materials containing Confidential Information.

**Article 5. Waiver and liability**

1. A Party will not be liable for any damages suffered by the other Party related to this Agreement, except for damages that are the direct result of a willfully reckless or intentional breach by that Party. TiU indemnifies Student for any claims by third parties because of TiU’s breach of its obligations pursuant this Agreement.

**Article 6. Final clauses**

1. Nothing in this Agreement will oblige Parties to violate its obligations pursuant existing and applicable laws and/or legal regulations such as GDPR and also including the Netherlands Code of Conduct for Research Integrity, similar regulations, guidelines and other.

2. Amendments to the contents of the Agreement and/or the Appendices can be made only by means of a written document that is signed by the authorized persons of the Parties.

3. If a provision of this Agreement proves to be null and void, the other provisions of the agreement will remain in force.

4. This Agreement is governed exclusively by Dutch law. All disputes between Parties as a result of this agreement, which cannot be solved amicably in a reasonable period of time between the boards of directors of the Parties, shall be brought before the court with jurisdiction in the District of Zeeland-West Brabant, except to the extent that mandatory rules of competent jurisdiction would prevent this choice.

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**AGREED AND SIGNED IN DUPLICATE, AND PROVIDED WITH \_\_\_ (Number) APPENDIX/APPENDICES ON \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Place and Date):**

**Tilburg University STUDENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[NAME] [NAME]

[FUNCTION]

1. Tilburg University was established by the Stichting Katholieke Universiteit Brabant. [↑](#footnote-ref-1)