

CONFIDENTIALITY AGREEMENT

The Parties wish to exchange Confidential Information (as defined below) to each other relating to Gavi vaccine demand forecasts and related publications (the "Field") and the Parties may only use the said information for the purpose of the Parties assessing the possibility of collaborating on further research regarding the Vaccine Impact Modelling Consortium (the "Permitted Purpose"). The Parties recognise the unauthorised disclosure or use of the Confidential Information could cause the Parties scientific, and/or commercial harm. Therefore, they are willing to enter into an agreement in accordance with the provisions set out herein (the "Agreement").

IT IS NOW AGREED AS FOLLOWS:

1 Definitions

In this Agreement, the following words shall have the following meanings:

Confidential Information shall mean:

- a) Gavi vaccine data provided by Imperial; and
- b) in respect of Information provided in documentary form or by way of a model or in other tangible form, Information which at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; and
- c) in respect of Information that is imparted orally, any Information that the Disclosing Party or its representatives informed the Receiving Party or its representatives at the time of disclosure was imparted in confidence; and
- d) in respect of Information imparted orally, any note or record of the disclosure; and
- e) any copy of any of the foregoing; and
- f) the fact that discussions are taking place between the Parties.

Disclosing Party shall mean the party to this Agreement that discloses Confidential Information directly or indirectly to the Receiving Party under or in anticipation of this Agreement.

Information shall include information in the Field provided directly or indirectly by the Disclosing Party to the Receiving Party in oral or documentary form or by way of models or other tangible form or by demonstrations and whether before, on or after the date of this Agreement.

Parties shall mean Imperial and Data Receiving Party and "Party" shall mean either one of them.

Period shall mean a period of five (5) years from the date of this Agreement.

Receiving Party shall mean the party to this Agreement that receives Confidential Information directly or indirectly from the Disclosing Party.

2 **Confidentiality.** The Receiving Party undertakes to the Disclosing Party:

- 2.1 to keep and treat all Confidential Information which may be disclosed by the Disclosing Party as confidential, secret, and the sole property of the Disclosing Party;
- 2.2 to disclose the Disclosing Party's Confidential Information only to those of the Receiving Party's employees, students or agents who need to have access to it for the Permitted Purpose and to procure that such employees, students or agents are bound by obligations of confidentiality no less onerous to those set out in this Agreement;
- 2.3 not to disclose or cause the Disclosing Party's Confidential Information to be disclosed in whole or in part to any third party without the prior written consent of the Disclosing Party;
- 2.4 not to use the Disclosing Party's Confidential Information in whole or in part for any purpose except for the Permitted Purpose;
- 2.5 not to copy the Disclosing Party's Confidential Information other than for the Permitted Purpose; and
- 2.6 to take proper and all reasonable measures to ensure the confidentiality of the Disclosing Party's Confidential Information.

3 **Exceptions.** The provisions of Clause 2 above shall not apply to any part of the Disclosing Party's Confidential Information which the Receiving Party is clearly able to demonstrate:-

- 3.1 was known to it prior to its receipt by the Receiving Party; or
- 3.2 was in the public domain prior to its receipt by the Receiving Party; or
- 3.3 becomes part of the public domain through no fault of the Receiving Party; or
- 3.4 becomes known to the Receiving Party through the action of a third party not in breach of any relevant legal obligation of confidentiality to the Disclosing Party in respect of such Confidential Information; or
- 3.5 is developed by the Receiving Party independently from the Disclosing Party
- 3.6 it is required to disclose by order of a court.

4 **Return of information and property.** The Receiving Party acknowledges and agrees that the property and copyright in Confidential Information disclosed to it by the Disclosing Party, including any documents, files and other items containing any Confidential Information, belongs to the Disclosing Party. At the Disclosing Party's written request, the Receiving Party will either return immediately to the Disclosing Party or destroy immediately all Confidential Information which the Receiving Party has received under this Agreement and which may still be in the Receiving Party's possession,

including any copies made, and make no further use or disclosure of any of the Confidential Information. The Receiving Party may, however, keep one copy of the Disclosing Party's Confidential Information in its legal adviser's files solely for the purpose of enabling it to comply with the provisions of this Agreement.

- 5 **Period.** The obligations of Confidentiality on the Receiving Party under this Agreement shall continue in force for the Period.
- 6 **No implied rights.** No warranty or representation, express or implied, is given as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Agreement. This agreement shall not be construed
 - 6.1 to grant the Receiving Party any licence or rights other than as expressly set out herein in respect of the Confidential Information, nor
 - 6.2 to require the Disclosing Party to disclose any Confidential Information to the Receiving Party.
- 7 **Execution:** This Agreement is executed on the Data Receiving Party's acceptance of the terms
- 8 **Third parties.** This Agreement does not create any right enforceable by any person not a Party to it.
- 9 **Liabilities.** The liability of either Party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to any indirect or consequential damages or losses.
- 10 **Law and jurisdiction.** This Agreement shall be governed by and construed in accordance with English Law and shall be subject to the non-exclusive jurisdiction of the English courts.