

MUTUAL CONFIDENTIALITY AGREEMENT

AGREEMENT dated _____

BETWEEN:

- (1) **Simon Youlton, trading as Phase II Face Partners** of PO Box 390, Royal Mail, Sutton Delivery Office, 19 Grove Road, Sutton, SM1 1AA. UK (“**P2F**”); and
- (2) _____ of _____ a company/organisation registered in England and Wales under number _____ (the “**Client**”).

BACKGROUND

- A. P2F is a Consultant to the life sciences industry trading as Phase II Face Partners and by agreement with certain third parties is acting on their behalf to offer services to facilitate technology transfer in the life sciences arena;
- B. P2F offers services to the pharmaceutical and biotechnology industries with a view to find synergistic licensing opportunities;
- C. The Client is disclosing certain confidential information with the view that P2F will conduct certain services to be described separately under contract, or the Client is receiving certain confidential information that is part of intellectual property being brokered through P2F with a view to licensing or setting up collaboration agreements on behalf of other clients to P2F, and the Client agrees to provide a brief summary opinion on the confidential information it receives in a reasonable period.
- D. The Client and P2F wish to assure the confidentiality of certain confidential information within the scope of paragraph A and/or B and/or C above that has been or may be disclosed by P2F and/or the Client to each other, in each case, for the Purpose;

IT IS AGREED AS FOLLOWS:

1. Definitions

In this Agreement the following words and expressions shall have the following meanings:

“Authorised Persons” Recipient’s directors, officers, advisors employees and legal or other professional advisers provided that they are bound by obligations of confidentiality and non-use no less restrictive than those set out in this Agreement;

“Confidential Information” any information, in tangible or non-tangible form (including oral disclosure), and/or physical items or materials, relating to _____, including but not limited to, the Specified Confidential Information, know how, data, formulae, results of experimentation, knowledge of chemical and biological structures and functions, inventions, techniques, research and development plans, business strategies, proposed terms for a further agreement, software, third party relationships, products and other technical or business information, (whether or not marked as confidential) which is

obtained by the Recipient from the Discloser or its representatives. Information in a compilation or a compilation of information may be Confidential Information notwithstanding some or all elements of the information are in the public domain;

“Commencement Date”	means the date of this Agreement;
“Discloser”	means each Party insofar as it discloses Confidential Information under this Agreement;
“Party”	means a party to this Agreement;
“Purpose”	Reviewing confidential information for the possibility to enter in to a formal consultancy or licensing agreement or any other commercial agreement
“Recipient”	means each Party insofar as it obtains Confidential Information under this Agreement;
“Specified Confidential Information”	More specifically the following manuscripts or patent applications entitled

2 Protection of Confidential Information

The Recipient undertakes that except as provided elsewhere in this Agreement or in any separate consultancy agreement between the Parties or as expressly authorised in writing by the Discloser it shall:

- 2.1 not disclose any Confidential Information to any person except to Authorised Persons and then only to such extent as is necessary for the Purpose;
- 2.2 protect Confidential Information with a degree of care which is no less than it uses to protect its own confidential information;
- 2.3 not use any Confidential Information for any purpose other than the Purpose;
- 2.4 upon completion or fulfilment of the Purpose or on the earlier written request of the Discloser, make no further use or disclosure of the Confidential Information;
- 2.5 upon the written request of the Discloser promptly return to the Discloser or, at the Discloser’s option destroy, on demand all documents and any other medium on which any Confidential Information is stored (other than the Recipient’s computers) and all copies of the same, in the possession or control of the Recipient and shall erase all copies from its computers and make no further use of the Confidential Information except that the Recipient may retain one (1) copy of Confidential Information for legal archiving purposes; and
- 2.6 promptly notify the Discloser if it becomes aware that any of the Confidential Information falls within the provisions of Clause 3.

3 Limitation of Undertakings

The undertakings given in Clause 2 shall not apply to Confidential Information which:

- 3.1 the Recipient can demonstrate by reference to written records was known to it before being obtained in connection with this Agreement without any obligation to keep it confidential; or
- 3.2 is, at the time of being obtained in connection with this Agreement, or at any time thereafter and through no fault of the Recipient becomes, public knowledge; or
- 3.3 is, at any time after being obtained in connection with this Agreement, lawfully obtained by the Recipient from any third party without any obligation by the Recipient to maintain such information in confidence; or
- 3.4 the Recipient can demonstrate by reference to written records is independently developed by it without reference to any Confidential Information; or
- 3.5 is required to be disclosed by a competent court or regulatory authority or otherwise by applicable law, provided that in so far as the Recipient is able to do so, the Recipient shall give notice to the Discloser of such disclosure as soon as reasonably practicable.

4 Term

- 4.1 This Agreement shall commence on the Commencement Date and shall remain in effect notwithstanding completion, fulfilment or early termination of the Purpose for a period of five (5) years from the Commencement Date.

5 Intellectual Property

- 5.1 No licence under any intellectual property right is granted or implied by this Agreement or the disclosure of Confidential Information. The Recipient acknowledges and agrees that Confidential Information and any medium on which it is supplied and all intellectual property rights in the Confidential Information shall remain the property of the Discloser.
- 5.2 In the event that the Recipient, in the course of using the Discloser's Confidential Information, makes or observes any new discovery, improvement or invention ("**Invention**") relating to the Confidential Information then the Recipient shall bring this to the attention of the Discloser.
- 5.3 The Recipient shall not make or seek to make commercial gain from any Invention, nor make any publication in relation to the Invention, nor make any patent application or seek to secure other proprietary rights legally to protect any Invention without the prior written consent of the Discloser.

6 No Warranty

- 6.1 The technical Confidential Information and the technology to which it relates is experimental in nature. The Discloser does not give or agree to any representation, warranty, undertaking or condition in relation to it, whether as to its utility, quality, fitness for a purpose, safety, accuracy, efficacy, completeness or otherwise and any provisions implied by law to the contrary are excluded to the fullest extent permissible by law.

7 Assignability

- 7.1 The Recipient may not assign or transfer any rights (or, for the avoidance of doubt, any obligations) under this Agreement without the prior written consent of the Discloser.

8 Cumulative Rights

8.1 The provisions of this Agreement are in addition to and not in substitution for any rights possessed at law by the Discloser in relation to any of its Confidential Information. The Recipient acknowledges that breach of this Agreement may result in irreparable injury to the Discloser which may not be adequately compensated by monetary damages. The Recipient therefore consents to the Discloser seeking injunctive relief against it to prevent breach of this Agreement.

9 Law and disputes

9.1 This Agreement shall be governed by and construed in accordance with the laws of England and the Parties agree to submit to the non-exclusive jurisdiction of the English Courts.

10 Third Parties

10.1 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party.

AGREED by the parties through their authorised representatives:

For and on behalf of Phase II Face Partners

For and on behalf of the Client

Signature.....

Signature.....

Name:.....

Name:.....

Title:.....

Title:.....