

## CONFIDENTIALITY AGREEMENT (for P2F Technology Reviewers)

AGREEMENT dated \_\_\_\_\_

### BETWEEN:

(1) \_\_\_\_\_ of \_\_\_\_\_ (the  
"Reviewer").

(2) **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");

### 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, and may at times draw upon the expertise of external parties to help qualify and value licensing opportunities;
- B. P2F offers services to the pharmaceutical and biotechnology industries with a view to find synergistic licensing opportunities;
- C. The Reviewer is willing to receive and review the content of Confidential Information under the terms of this AGREEMENT, and provide his/her comments in confidence with the view that such comments may be passed on to third parties by P2F.

### IT IS AGREED AS FOLLOWS:

#### 1. Definitions

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

<b>"Authorised Persons"</b>	P2F's client who originated the Confidential Information, and any other person authorised in writing by P2F ;
<b>"Confidential Information"</b>	any information, in tangible or non-tangible form including oral disclosure, as provided by P2F to the Reviewer after the Commencement Date including 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 Reviewer from P2F. 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;
<b>"Commencement Date"</b>	means the date of this Agreement;
<b>"Party"</b>	means a party to this Agreement;
<b>"Purpose"</b>	to provide a review and report of aspects of the confidential information with regard to the technology, relevant science, its potential markets, competition and prior art and patents which may impinge on the freedom to operate the technology.

## **2 Protection of Confidential Information**

- 2.1 Reviewer undertakes that except as provided elsewhere in this Agreement or as expressly authorised in writing by P2F he/she shall:
- 2.11 not disclose any Confidential Information to any person except to Authorised Persons and then only to such extent as is necessary for the Purpose and shall take any action necessary to ensure that patentability of the Confidential Information is not detrimentally affected;
  - 2.12 protect Confidential Information with a degree of care which is no less than he/she uses to protect his/her own confidential information;
  - 2.13 not use any Confidential Information for any purpose other than the Purpose;
  - 2.14 on completion or fulfilment of the Purpose or at the earlier request of P2F, promptly return to P2F or, at P2F's option destroy, on demand all documents and any other medium on which any Confidential Information is stored and all copies of the same, in the possession or control of the Reviewer and shall erase all copies from his/her computers and shall make no further use of the Confidential Information; and
  - 2.14 promptly notify P2F if he/she becomes aware that any of the Confidential Information falls within the provisions of Clause 3.

## **3 Limitation of Undertakings**

- 3.1 The undertakings given in Clause 2 shall not apply to Confidential Information which:
- 3.11 the Reviewer can demonstrate by reference to written records was known to him/her before being obtained in connection with this Agreement without any obligation to keep it confidential; or
  - 3.12 is, at the time of being obtained in connection with this Agreement, or at any time thereafter and through no fault of the Reviewer becomes, public knowledge; or
  - 3.13 is, at any time after being obtained in connection with this Agreement, lawfully obtained by the Reviewer from any third party without any obligation by the Reviewer to maintain such information in confidence; or
  - 3.15 is required to be disclosed by a competent court or regulatory authority or otherwise by applicable law, provided that in so far as the Reviewer is able to do so, the Reviewer shall give notice to Reviewer 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 and Undertakings**

- 5.1 No licence under any intellectual property right is granted or implied by this Agreement or the disclosure of Confidential Information. The Reviewer 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 P2F.
- 5.2 In the event that the Reviewer makes or observes any new discovery, improvement or invention (“**Invention**”) relating to the Confidential Information then the Reviewer shall bring this to the attention of P2F.
- 5.3 The Reviewer shall not make or seek to make commercial gain from any Invention, nor make or include in 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 P2F.
- 5.4 The Reviewer agrees not to contact any third party mentioned in the materials provided under Confidential Information without the express permission of P2F

**6 No Warranty**

- 6.1 P2F gives no warranty that it will enter in to a further consultancy agreement with the Reviewer.

**7 Assignability**

- 7.1 The Reviewer may not assign or transfer any rights (or, for the avoidance of doubt, any obligations) under this Agreement without the prior written consent of P2F.

**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 P2F in relation to any of its Confidential Information. The Reviewer acknowledges that breach of this Agreement may result in irreparable injury to P2F which may not be adequately compensated by monetary damages. The Reviewer therefore consents to P2F seeking injunctive relief against them 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 the Reviewer

For and on behalf of the P2F

Signature.....

Signature.....

Name:.....

Name:.....

Title:.....

Title:.....