**THE UNDERSIGNED:**

The Medical University of Gdansk, located in M. Skłodowskiej-Curie 3a, 80-210 Gdańsk, Poland, represented by the University Dean, Professor Marcin Gruchała henceforth referred to as **"THE PROMOTER "**

On the one hand

and:

The ……………………….. , represented by ………………….. , henceforth referred to as " **THE PROVIDER** ”

On the other hand,

THE PROMOTER and the PROVIDER /COLLABORATOR, henceforth referred to individually and collectively as the “Party” or the “Parties”,

hereby decide and agree upon the following:

1 – The PROMOTER and the PROVIDER or COLLABORATOR wish to pursue preliminary discussions relative to possible collaboration between them.

In the course of these discussions, it may become desirable or necessary that the PROMOTER should communicate to the PROVIDER/ COLABORATOR scientific, technical or commercial information of a confidential nature.

The Parties will determine the conditions in which such confidential information can be divulged and the rules governing the use and protection of the same.

THE PARTIES HAVE THUS AGREED AS FOLLOWS:

1. The term « Confidential Information » as used in this agreement, henceforth referred to as the Agreement, designates any form of information or data concerning the study entitled « **The efficacy and safety of Metoprolol as add-on treatment to standard of care in preventing cardiomyopathy in patients with Duchenne Muscular Dystrophy aged 7-18 years. A randomized, double-blind, placebo-controlled study**. Study no. NBK154/1/2020 » divulged by the PROMOTER to the PROVIDER, whether in writing or orally, subject to the conditions described below and notably to the exceptions referred to in Article 6, including, but not limited to, all written or printed documents, samples, models or any other means of communicating the Confidential Information that the PROMOTER may choose to use for the duration of the Agreement.
2. No provision within the present Agreement may be interpreted as obliging the PROMOTER to divulge any Confidential Information of any nature to the other Party/Parties, or to enter into any further contractual relationship.
3. The PROMOTER, within the limits of their right to communicate protected information, will convey to the other Party/Parties only the Confidential Information deemed useful by the PROMOTER in order to fulfil the objectives of the Agreement presented in the preamble. By the present Agreement, the PROMOTER declares that the divulging of Confidential Information under this Agreement is not in breach of the laws and regulations of its country.
4. The PROVIDER hereby agrees that, for a period of 10 (ten) years as of the entry into force of the present Agreement, the Confidential Information supplied by the PROMOTER:
5. must be protected and be kept strictly confidential by the PROVIDER, who must ensure the same level of precautionary and security measures, but in no case less stringent measures, as are applied to safeguard their own Confidential Information of similar importance,
6. must not be divulged to or used by persons other than those belonging to the PROVIDER’s organization and who require access to it exclusively for the purposes laid down in the present Agreement,
7. must not be used, in whole or in part, for purposes other than those specified in the preamble of the present Agreement without prior written (under the pain of nullity) authorization from the PROMOTER,
8. must not be divulged either directly or indirectly to any third party or to persons other than those mentioned in sub-paragraph b) above,
9. must not be copied or reproduced by any means or duplicated, in totality or in part, other than when the aforesaid copy, reproduction or duplicate has been specifically authorized in writing (under the pain of nullity) by the PROMOTER.
10. must be destroyed or erased from PROVIDER’s computer system and storage devices no later than the end of the term specified above
11. All Confidential Information and any copy of this information divulged by the PROMOTER will remain the property of the PROMOTER and must be returned or deleted from all PROVIDER’s computer system and storage devices immediately by the Receiving Party (PROVIDER or COLLABORATIR respectively) on PROMOTER’s request.
12. With the exception of the above-mentioned provisions, the PROVIDER will suffer no obligation or limitation regarding any Confidential Information concerning which the Receiving Party can prove that:

a) it has fallen within the public domain before, or after divulgation of the said information and, in this case, outside of any malicious action on the part of the Receiving Party; or,

b) it was already known to the PROVIDER, as proven by written documents held in the files of the PROVIDER; or,

c) it was legally received from a third party with no restriction ensuing from or breach of the present Agreement or any other agreement; or,

d) it was or is published without breach of the Agreement; or,

e) it was produced independently in good faith by the employees of the PROVIDER who had no access to the Confidential Information; or,

f) it was approved for publication or usage by written (under pain of nullity) authorization from the PROMOTER.

1. It is hereby expressly understood and agreed by the Parties that the divulgation and supply of Confidential Information pursuant to the present Agreement by PROMOTER cannot be interpreted as granting the Receiving Party express or tacit right, by licence or other means, over the materials, inventions and discoveries to which the Confidential Information is connected, nor over authors’ rights, brand rights or commercial secrets rights.
2. The production, existence and completion of the present Agreement will be kept secret by the Parties to the present Agreement and will not be divulged by one or other of the Parties without prior written consent from the other – subject to the PROMOTER’s obligations related to disclosure of public information according to the law of Poland.

1. The Agreement will expire 10 (five) years after the date of its entry into force.
2. The present Agreement is governed by and must be interpreted in compliance with Polish law.
3. Any dispute between the Parties related to or resulting from the existence, validity, construction, implementation and cancellation of the present Agreement (or of any of the provisions related to it) will be settled in the law-courts of Gdansk, Poland.
4. The sum of the above-mentioned provisions constitutes the entire Agreement between the Parties regarding the purpose of the present agreement and replaces and annuls all verbal or written statements, negotiations, commitments, undertakings or communications and any prior acceptances, arrangements and agreements between the Parties regarding or related to the issues or items to which the agreement applies or refers.
5. The date of entry into force of the present Agreement will be the date at which signatures are exchanged by the two Parties to the present agreement.

In witness thereof, the managers of each of the Parties to the present agreement or their duly appointed representatives for this purpose will sign or have signed the present Agreement

Done in duplicate:

|  |  |
| --- | --- |
| **The PROVIDER** | **The PROMOTER** |
| Date: …………………………………………………  At: …………………………………………………  Name, first name of the representative of the PROVIDER: ………………………… ………………………………………………  Signature: | Date: …………………………………………………  At: …………………………………………………  Name, first name of the representative of the PROMOTER: ………………………………………………  Signature: |