

## CONFIDENTIALITY AGREEMENT

### **BETWEEN :**

#### **Institut National de la Recherche Agronomique**

hereinafter referred to as INRA

whose registered office is at 147 rue de l'Université, 75338 Paris cedex 07, FRANCE

represented by Philippe Mauguin, President and by delegation by Ms Isabelle VEISSIER, Director of the Joint Research Unit on Herbivores

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INRA, acting in its capacity of Coordinator of the SMARTCOW Project duly authorised for the purposes hereof to represent all Beneficiaries of the SMARTCOW Project European Commission H2020 Project,

INRA

Acting in its own name and on behalf of VetAgro Sup, within the scope of the Joint Research Unit on Herbivores (UMRH n° 1213 INRA / VetAgro Sup)

### **AND :**

.....  
hereinafter referred to as .....  
whose registered office is.....  
represented by.....

Individually called "Party" or collectively called "Parties"

### **PREAMBLE**

..... has authorised ([name of Stakeholder or Scientific Advisor](#)) to participate and attend the Advisory Board/Stakeholder platform ([choose the right item](#)) of the SMARTCOW Project.

Attendance and participation to the Advisory Board/Stakeholder platform ([choose the right item](#)) will involve ..... ([name of Stakeholder or Scientific Advisor](#)) (the "RECEIVING PARTY") participating to discussions/presentations and receiving confidential or proprietary information of the other party (the "PROPRIETARY PARTY"), hereafter called the CONFIDENTIAL INFORMATION.

Any information communicated and exchanged between the Parties for the purpose of the Project relating to, without limitation, scientific and technical knowledge, know-how, manufacturing processes, products, Intellectual Property Rights ("THE CONFIDENTIAL INFORMATION") shall be governed by this agreement.

NOW THEREFORE the Parties agree as follows:

Such CONFIDENTIAL INFORMATION shall be communicated and exchanged, in whatever form or format, including all written documents, electronic communications, numerical or paper documents transmission, or oral communications.

THE PROPRIETARY PARTY is the owner of the confidential information who is a member of the SMARTCOW PROJECT.

1. In consideration of the mutual covenants herein, in order to provide protection against inappropriate use or unauthorised disclosure, the Parties agree that concerning the CONFIDENTIAL INFORMATION, the following provisions shall apply:

- a) The RECEIVING PARTY shall treat all CONFIDENTIAL INFORMATION as the confidential property of the PROPRIETARY PARTY and agrees not to disclose or distribute any such CONFIDENTIAL INFORMATION to any third party without first obtaining the written consent of the PROPRIETARY PARTY.  
The RECEIVING PARTY can only disclose the CONFIDENTIAL INFORMATION to the members of its personnel who are bound by secrecy and non-use obligations no less strict than the present Agreement and who need to know such CONFIDENTIAL INFORMATION for the purpose of the SMARTCOW Project.  
The RECEIVING PARTY shall take all reasonable measures to prevent its personnel from disclosing all or part of this CONFIDENTIAL INFORMATION to a third party without the Disclosing Party's prior written authorization, and
- b) The RECEIVING PARTY shall not publish or communicate all or part of the CONFIDENTIAL INFORMATION, unless authorised by the PROPRIETARY PARTY,
- c) Except as set out above or agreed by the PROPRIETARY PARTY in writing, the RECEIVING PARTY shall not use, copy in whole or in part, modify or adapt the CONFIDENTIAL INFORMATION in any way, and at the PROPRIETARY PARTY's written request, the RECEIVING PARTY shall cease all use of the CONFIDENTIAL INFORMATION and return or destroy all copies of the CONFIDENTIAL INFORMATION in its possession.
- d) The RECEIVING PARTY shall not file a patent application or any other title of industrial property including this CONFIDENTIAL INFORMATION.
- e) The RECEIVING PARTY shall not use such CONFIDENTIAL INFORMATION for any other purpose defined in the PREAMBLE.

2. The foregoing restrictions shall not apply to information which the RECEIVING PARTY can prove :

- a) was in the possession of the RECEIVING PARTY prior to disclosure by the PROPRIETARY PARTY; or
- b) was already in the public domain at the time it was disclosed to the Receiving Party or has subsequently come into the public domain other than as a result of a breach of the obligation of secrecy of the Receiving Party, or ; or
- c) was lawfully received by the RECEIVING PARTY from a third party acting in good faith having a right of further disclosure, or
- d) is required by law or other regulatory authorities to be disclosed by the RECEIVING PARTY, but only to the extent of such order and the RECEIVING PARTY shall promptly inform the PROPRIETARY PARTY of such requirement prior to any disclosure.
- e) was developed by the RECEIVING PARTY independently from the CONFIDENTIAL INFORMATION received.

3. The RECEIVING PARTY shall not use this CONFIDENTIAL INFORMATION with the purpose of direct or indirect exploitation.

4. Any use of this CONFIDENTIAL INFORMATION shall be subject to the prior signing of an agreement between the Receiving Party and the Disclosing Party.
5. None of these provisions may be interpreted as granting a licence and /or any rights/ or title whatsoever for the use of this CONFIDENTIAL INFORMATION to the RECEIVING PARTY;
6. The RECEIVING PARTY acknowledges that substantial damage could be done to the PROPRIETARY PARTY and to the SMARTCOW Consortium through a breach of this Agreement, and each Party agrees that the provisions of this Agreement preventing disclosure and use of CONFIDENTIAL INFORMATION may be enforced by the PROPRIETARY PARTY.
7. This Agreement may be modified only by written agreement of the Parties.
8. This Agreement shall enter into force upon its signature by both Parties.
9. The RECEIVING PARTY shall remain bound by the undertakings given in this Agreement for so long the CONFIDENTIAL INFORMATION has not been released in the public domain.
10. In case of dispute regarding the execution or the interpretation of this agreement, the Parties shall elect to resolve the dispute first amicably. In case of persistent dispute, the dispute shall be brought before the national court of competent jurisdiction.

Done in X original counterparts

**INRA**

Acting on behalf of the SMARTCOW  
PROJECT Beneficiaries

Name: Ms Isabelle  
VEISSIER.....  
Position: Director of the Joint Research Unit  
on Herbivores

Signature.....

Date.....

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Name (capitals).....

Position.....

Signature.....

Date.....