

Scientific Data Sharing Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into by and between:

Disclosing Party:

Receiving Party:

Effective Date:

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all scientific data, research results, documentation, and any other materials shared by the Disclosing Party to the Receiving Party, whether oral, written, or electronic.

2. Obligations of Receiving Party

- Maintain the confidentiality of the Confidential Information and not disclose it to any third party without prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the purpose of:
- Restrict access to the Confidential Information to individuals who require it to accomplish the authorized purpose and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Is lawfully in the possession of the Receiving Party prior to disclosure;
- Is lawfully received by the Receiving Party from a third party without breach of any obligation of confidentiality;
- Is independently developed by the Receiving Party without use of or reference to the Confidential Information;
- Is required to be disclosed by law or governmental order, provided the Receiving Party provides prompt notice to the Disclosing Party.

4. Term

This Agreement shall remain in effect for a period of years from the Effective Date.

5. Return or Destruction

Upon termination of this Agreement or upon request, the Receiving Party shall return or destroy all Confidential

Information in their possession.

6. Governing Law

This Agreement shall be governed by the laws of .

Disclosing Party Signature & Date

Receiving Party Signature & Date