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| Agreement of confidentiality  **Parties:**   1. Mid Sweden University, [department or equivalent], (org. no. 202100-4524),  represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 4. etc.   Known as ‘the Parties’ below. |

1. Background

The Parties are about to launch discussions regarding a future collaboration in the field of (insert appropriate, for example “commissioned” research in the field of…”). This means that they will be exchanging information of a sensitive nature, the diffusion of which may incur damage to the supplying Party (‘Confidential Information’). The Parties are in agreement regarding the following conditions for confidential information of this nature.

1. Information

Confidential Information, hereafter referred to as ‘Information’, shall for the purposes of this Agreement mean all types of information supplied during a meeting (specify occasion or occasions) and which are related to one of the Parties or its products, clients, business relations or other relation which by its nature has to be considered as intended to be kept secret, regardless of form, and whose diffusion may incur damage to the disclosing Party. Written information should be marked with the words ‘Confidential Information’ upon disclosure. The recipient of verbal information is to be notified of the confidential nature of the information at the time of the exchange.

1. Exceptions

The following is not comprised by the term ‘Information’:

1. information that was known to the Recipient or the general public before disclosure under this Agreement,
2. information that is or becomes available to the business sector or to the general public in other ways than through a violation of this Agreement,
3. information that is in conformity with information received in good faith by the Recipient from a third party, without restrictions regarding its use or confidentiality,
4. information that the Recipient with respect to mandatory law or a court order is forced to disclose.
5. Use of Information

The Recipient commits to:

1. treat the Information as strictly confidential and not to reveal any part of it to any third party,
2. not use the Information for any other purpose than what is agreed between the Parties,
3. not reveal any part of the Information to other employees of the organisation than to those whom have a direct need to know about it in order to perform their duties in connection with this Agreement. The Parties will ensure that confidentiality is observed by binding agreements and other appropriate measures in regards to their employees.
4. Returning Information

On request by the disclosing Party, or when the collaboration has been concluded or terminated, the Recipient shall immediately return all Information received from the disclosing Party, including all copies thereof. On request the Recipient shall immediately cease all use of the Information. If a consequence of mandatory provisions, the Recipient may keep a copy of the Information for archival purposes.

1. Ownership of Information

All rights, title and ownership of the Information shall remain with the disclosing Party. The Recipient shall have no rights in relation the Information beyond what is stated in this Agreement.

1. Unauthorised use of Information

The Recipient shall immediately inform the disclosing Party if the Recipient discovers or suspects that the Information or some part of it has been surrendered to or is in such a person’s possession as is not authorised according to this Agreement to have it or if the Receiver in any other way is aware of, or suspects, a violation of this Agreement.

1. Indemnification

The Recipient is aware of the criminal and tort liability under the Swedish (SFS 1990:409) Act on the Protection of Trade Secrets. The disclosing Party is also entitled to damages from the Recipient for disclosure in breach of this agreement. Indirect damages will not be compensated. The demand for damages due to a violation of this Agreement must be brought forward no later than six (6) months after the confidentiality obligation according to this agreement has ceased.

1. Termination

This Agreement takes effect when it has been signed by the Parties, is valid during the term of the collaboration between the Parties and for a period of three (3) years thereafter. The Information will however not be confidential for more than ten (10) years after its disclosure.

1. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties regarding confidentiality and cannot be changed in any way except through a new, written agreement duly signed by the Parties.

1. Dispute

Disputes regarding this agreement are to be resolved through negotiations between representatives from the Parties. If no agreement can be made it shall be settled by a Swedish court of law, under Swedish law.

This Agreement has been drawn up in \_\_\_\_copies, of which the Parties have received one each.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, / 201x \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, / 201x

Signature: ………………………… Signature: …………………………

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**Mid Sweden University**Department of XX