

UNIVERSITY OF WESTMINSTER

THIS MUTUAL CONFIDENTIALITY AGREEMENT is made on

2025

BETWEEN

- (1) **UNIVERSITY OF WESTMINSTER**, whose address is at 309 Regent Street, London, W1B 2HW ("UoW"); and
 - (2) **UNIVERSITY OF FOGGIA**, Antonio Gramsci Street, 89/91 - 71121 Foggia, Italy ("**Foggia**").
- (each a "party" together the "parties")

1. In order for UoW and Foggia to freely engage in discussions and exchange information for the purpose of preparing a joint grant application for a clinical interventional research project ("**the Purpose**") a party may disclose ("**Disclosing Party**") to the other ("**Receiving Party**") information and associated documentation which is confidential information ("**Confidential Information**"). For the purposes of this Agreement "**Confidential Information**" means non-public information of a confidential nature in any form or format whether oral, written, magnetic, electronic, graphic or digitised (and including any samples, designs, models, drawings, research, instructions and any combination or compilation thereof) and shall in particular include business information, technical know-how, inventions (whether or not patentable or patented), proprietary software, practical experience, methodologies, data (including technical and scientific data), business organisations, formulae, specifications, pricing, structures, manufacturing information, works of authorship or creative works and ideas which are owned, developed or acquired by the Disclosing Party.
2. In consideration of the Disclosing Party disclosing the Confidential Information to the Receiving Party, the Receiving Party agrees to keep it, and all information relating to it and its use confidential and not to use it for any purpose other than the Purpose, and, except with the express prior consent in writing of the Disclosing Party, not to disclose it to any third party and not to make copies of any records of Confidential Information. The Receiving Party shall not reverse-engineer, decompile, disassemble, deconstruct or modify any Confidential Information or records containing Confidential Information without the Disclosing Party's written permission.
3. The Disclosing Party does not warrant nor undertake that the Confidential Information disclosed hereunder is accurate or complete.
4. The Receiving Party shall disclose the Confidential Information only to such members of its staff or students as are necessary for the Purpose and not further or otherwise and all such members of staff or students or other persons shall be made aware of this duty of confidentiality and be subject to binding obligations of confidentiality in relation to the Confidential Information to at least the level of those set out in this agreement.
5. The restrictions above shall not apply to information which can be proved by the Receiving Party upon the written request of the Disclosing Party:
 - 5.1 was already in the Receiving Party's possession or independently developed by the Receiving Party and at the Receiving Party's free disposal prior to the Disclosing Party's disclosure of it to the Receiving Party;
 - 5.2 was disclosed to the Receiving Party by a third party at liberty to disclose that information and without breach of the terms of this agreement;
 - 5.3 is or comes into the public domain through no act or default of the Receiving Party, its officers, agents or employees; OR
 - 5.4 is required to be disclosed by court order, regulation or operation of law, provided that such disclosure is limited to the authorised party and for the authorised purpose, but no further. The information shall

remain confidential within the terms hereof for all other purposes. The Receiving Party shall, where legally permissible, notify the Disclosing Party of the legal requirement to disclose as early as possible before such disclosure, and shall provide the Disclosing Party with full details of the requirement and of the Confidential Information that is proposed to be disclosed.

6. The Receiving Party shall return to the Disclosing Party all documents, records, and materials in its possession, custody or control incorporating any Confidential Information forthwith at any time upon request by the Disclosing Party.
7. This agreement shall come into force following signature by both parties ("the Effective Date") and shall continue in effect for a period of one (1) year. The obligations of confidentiality hereunder shall remain in force for a period of five (5) years after expiry or termination of this agreement for any reason.
8. No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).
9. Nothing in this agreement shall be interpreted as contravening any of the provisions of the Freedom of Information Act 2000 to which either party may be subject.
10. This agreement shall be read and construed in accordance with English law and each party hereby submits to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the parties have executed this agreement the day and year first above written.

Signed by)

for and on behalf of

University of Westminster

Date)

Signed by)

for and on behalf of

UNIVERSITY OF FOGGIA

Date)