

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the day on which the last signatory hereto signs this Agreement

BETWEEN

- (1) **The University of Warwick** having its administrative office at University House, Kirby Corner Road, Coventry, CV4 8UW (the "University") and
- (2) **PALACKÝ UNIVERSITY OLOMOUC** with registered office at Křížkovského 8, 779 00 Olomouc, Czech Republic ID number: 61989592 ("PUO")

The Parties have agreed to enter into a Cooperation Agreement to carry out the Purpose. Each party has agreed to disclose Confidential Information to the other party solely for the Purpose defined below. The parties are willing to disclose such Confidential Information on the basis that it is protected as provided by the terms and conditions set out in Schedule 1. This Agreement will be signed by the Parties at the same time as the said Cooperation Agreement.

The Purpose: Implementation of mobility of the Palacký University's Junior researcher [REDACTED] at the premises of the University of Warwick, with the field of research and scientific content: Study of the mechanism of new metallodrugs' anticancer activity (hereinafter the "Purpose").

This Agreement together with its Schedules and Appendices constitutes the entire Agreement between the parties.

IN AGREEMENT of the above, each party has signed this Agreement on the date shown below.

- 1) Parties hereto acknowledge the fact that this Agreement is subject to obligatory publication under the Czech Act No. 340/2015 Coll. On Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contract (Act on the Register of Contracts) due to the fact that the value of this agreement exceeds CZK 50 000 without VAT.
- 2) UP, which shall ensure publication hereof in the Register of Contracts, shall inform the other party of its publication immediately thereafter using the contact email address of the other party stated in the header hereof.
- 3) This Agreement comes into effect as of the date of its publication in the Register of Contracts in accordance with the aforementioned act.
- 4) The parties hereto undertake to refrain from launching to provide any performance hereunder prior to the date of the effect hereof.

SIGNED FOR AND ON BEHALF OF
The University of Warwick

[REDACTED]
Finance Director

Date: 19/9/2018

SIGNED FOR AND ON BEHALF OF
PALACKÝ UNIVERSITY OLOMOUC

[REDACTED]
prof. Mgr. Jaroslav Miller, M.A., Ph.D., rector

Date: 29. 10. 2018

SCHEDULE 1

1. Interpretation

In this Agreement the following words shall have the following meanings:

- "Confidential Information"** means all information disclosed whether orally, in writing or by any other means, including without limitation obtained as a result of any demonstration or being allowed access to any premises where the Disclosing Party may carry on business) which has value by virtue of not being publicly or generally known
- "Disclosing Party"** means either party as appropriate where it discloses Confidential Information to the other party.
- "Receiving Party"** means either party as appropriate where it receives Confidential Information from the other party.

2. Receiving Party's Obligations

In relation to Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Receiving Party will:

- 2.1 keep the Confidential Information secret and confidential;
 - 2.2 treat the Confidential Information with sufficient protection from unauthorised disclosure;
 - 2.3 only disclose the Confidential Information to such of its staff as may need to know the Confidential Information for the Purpose;
 - 2.4 use the Confidential Information only for the Purpose; and
 - 2.5 not copy or write down any part of the Confidential Information, except as reasonably necessary for the Purpose, without the prior written consent of the Disclosing Party, and should such consent be given the copies will remain at all times the property of the Disclosing Party.
3. If no business relationship is established between the Parties, or if the Disclosing Party requests in writing, the Receiving Party shall:
- 3.1 promptly return or alternatively (at the request of the Disclosing Party) destroy under oath all documents, and copies containing the Confidential Information to the Disclosing Party and permanently delete any such Confidential Information from any electronic storage media or memory;
 - 3.2 remain bound by clause 2 above for a period of five (5) years from the date of disclosure of the Confidential Information.

4. Exceptions

- 4.1 The Receiving Party's obligations under this Agreement will not extend to Confidential Information which the Receiving Party can prove:
- 4.1.1 is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party or any person to whom it makes disclosure; or
 - 4.1.2 was already in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party under an obligation of confidence; or

- 4.1.3 was independently developed by the Receiving Party without recourse to the Confidential Information; or
 - 4.1.4 was obtained from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use; or
 - 4.1.5 is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
 - 4.1.6 is required to be disclosed by the Receiving party pursuant to judicial, administrative or regulatory process or in connection with any inquiry, investigation, action, suit, proceeding or claim.
- 4.2 If the Receiving Party receives a request pursuant to any statutory, legal or regulatory obligation which would or might require it to disclose Confidential Information provided to it by the Disclosing Party it will inform the Disclosing Party of that request and keep the Disclosing Party informed of all significant communications on the subject. The Receiving Party shall in any event be entitled to determine (acting reasonably) how it should respond to such request, including making such disclosures of Confidential Information as are necessary to comply with such statutory, legal or regulatory obligation and such disclosure shall not constitute a breach of this Agreement;
- 4.3 Each of the parties shall be responsible for and primarily liable for any acts or omissions of its associate companies and staff, agents or professional advisers which would have been a breach of this Agreement were it done or omitted to be done by the Receiving Party.
5. **General**
- 5.1 Nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.
- 5.2 No failure to enforce a right by either party shall constitute a waiver under this Agreement.
- 5.3 Neither party shall assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other party.
- 5.4 This agreement does not grant any right or licence under either party's intellectual property rights.
- 5.5 Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 5.6 This Agreement together with its Schedules constitutes the entire understanding between the Parties related to the protection of Confidential Information disclosed under it.
- 5.7 This Agreement shall be governed and construed in all respects in accordance with the law of the defendant, and the parties agree to submit to the exclusive jurisdiction of the courts of the defendant's country.