**UNILATERAL UNDERTAKING OF CONFIDENTIALITY**

THIS UNDERTAKING OF CONFIDENTIALITY (the “Agreement”) is made as of the signature by the Candidate (defined below) (the “Effective Date”)**:**

|  |  |
| --- | --- |
| *First name* | Cliquez ou appuyez ici pour entrer du texte. |
| *Last name* | Cliquez ou appuyez ici pour entrer du texte. |
| *Birth Date* | Cliquez ou appuyez ici pour entrer du texte. |
| *Personal Address* | Cliquez ou appuyez ici pour entrer du texte. |

Herein after referred to as “the Candidate”.

**Background.**

* The [University of Tours](https://www.univ-tours.fr/site-de-l-universite/) is a multidisciplinary institution of higher education and research deeply involved in the field of [biopharmaceuticals](https://www.lesbiomedicaments.fr/) and therapeutic antibodies, notably through its Faculties of [Medicine](https://med.univ-tours.fr/), Sciences and Pharmaceutical Sciences, and its [University Hospital](https://www.chu-tours.fr/).
* The University of Tours is coordinating the [MAbImprove Laboratory of Excellence](http://mabimprove.univ-tours.fr/en/) (LabEx), a two-site programme funded since 2011 by the French government. This LabEx is composed of 28 research teams located in Tours and Montpellier
* In this context, the Faculty of Medicine and the University Hospital of Tours plan to recruit a full professor on a tenured position in immunology (PU-PH, CNU sub-section 47-03) in 2021.
* For this purpose, University launch a call which aim to select the appropriate candidate. In order to help the Candidate to build its file, University may disclose some Confidential Information (define below) contained in the documents listed in annex (the “Purpose”).

**By the signature of the Agreement, the Candidate expressly accept all the non-divulgation and non-use obligations below:**

1. **Definition.**  “University’s Confidential Information” means any and all proprietary or confidential scientific, technical, financial or business information or trade secrets in whatever form (written, oral or visual) that is furnished or made available to the Candidate by giving access to the documents listed in annex, and that is labeled in writing or otherwise characterized as proprietary or confidential
2. **Obligations.** The Candidate agrees to (a) hold in confidence all of University’s Confidential Information and not disclose such Confidential Information except as expressly provided in Section 4 below, without the prior written consent of University; (b) use University’s Confidential Information solely for the Purpose; (c) treat University’s Confidential Information with the same degree of care that Candidate uses to protect Candidate’s own confidential information but in no event with less than a reasonable degree of care regarding the nature of the information; (d) reproduce University’s Confidential Information solely to the extent necessary to accomplish the Purpose, with all such reproductions being considered University’s Confidential Information.
3. **Permitted Disclosures.** If Candidate is required by a governmental authority or by order of a court of competent jurisdiction to disclose any of University’s Confidential Information, Candidate will give University prompt written notice thereof and Candidate will take all reasonable and lawful actions to avoid or minimize the degree of such disclosure. Candidate will cooperate reasonably with University in any efforts to seek a protective order.

**5. Exceptions.** Candidate’s obligations of non-disclosure and non-use under this Agreement will not apply to any portion of University’s Confidential Information that Candidate can demonstrate, by competent proof:

* 1. is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of Candidate;
	2. is in Candidate’s possession at the time of disclosure other than as a result of Candidate’s breach of any legal obligation;
	3. becomes known to Candidate on a non-confidential basis through disclosure by sources other than University having the legal right to disclose such Confidential Information; or
	4. is independently developed by Candidate without reference to or reliance upon University’s Confidential Information.

**6. Rights and Licenses.** TheCandidate agrees that, as between the parties, University is and will remain the exclusive owner of University’s Confidential Information and all patent, copyright, trademark, know-how and other intellectual property rights in such Confidential Information. Except for the right to use University’s Confidential Information for the Purpose, no other right or license is granted to the Candidate by this Agreement and the disclosure of Confidential Information does not result in any obligation by University to grant to the Candidate any right in or to such Confidential Information.

**7. Term and Termination.** This Agreement will be effective for a period of one (1) year following the Effective Date unless earlier terminated by a party upon thirty (30) days’ prior written notice to the other party. The obligations of non-disclosure and non-use in this Agreement will survive any such expiration or termination and continue in full force and effect for a period of ten (10) years from the date of expiration or termination; provided, however, that the non-disclosure and non-use obligations imposed by this Agreement with respect to trade secrets included in the Confidential Information will continue for as long as University continues to treat such Confidential Information as a trade secret. Upon the expiration/termination of the Agreement or upon the request of University, the Candidate will promptly destroy all of University’s Confidential Information.

**8. Remedies.** TheCandidate agrees that (a) University may be irreparably injured by a breach of this Agreement by Candidate; (b) money damages would not be an adequate remedy for any such breach; (c) as a remedy for any such breach University will be entitled to seek equitable relief, including injunctive relief and specific performance, without being required by the Candidate to post a bond; and (d) such remedy will not be the exclusive remedy for any breach of this Agreement.

**9. No Warranties.** Neither party makes any representations or warranties, express or implied, with respect to the accuracy or completeness of its Confidential Information. University will have no liability with respect to the use or reliance upon University’s Confidential Information by the Candidate.

**10. Miscellaneous.**

**(a) Assignment and Binding Effect.** This Agreement may not be assigned or transferred by the Candidate without the prior written consent of the University.

**(b) Governing Law.** This Agreement and any disputes relating to or arising out of this Agreement will be governed by, construed, and interpreted in accordance with the laws of France.

**(c) Severability; Reformation.** Each provision in this Agreement is independent and severable from the others, and no provision will be rendered unenforceable because any other provision is found by a proper authority to be invalid or unenforceable in whole or in part. If any provision of this Agreement is found by such an authority to be invalid or unenforceable in whole or in part, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision and the intent of the parties, within the limits of applicable law.

**(d) Waivers.** Any delay in enforcing a party’s rights under this Agreement, or any waiver as to a particular default or other matter, will not constitute a waiver of such party’s rights to the future enforcement of its rights under this Agreement, except with respect to an express written waiver relating to a particular matter for a particular period of time signed by an authorized representative of the waiving party.

**[Signature page follows]**

Effective Date: Cliquez ou appuyez ici pour entrer du texte.

|  |
| --- |
| **The Candidate**By:   |
|  |

**ANNEX : LIST OF FILES TRANSFERED**

* Timeline for the recruitment process in parallel with that of the *HCERES vague C*
* Organisation charts of the Medical Biology and Immunology departments of the University Hospital of Tours (in French)
* Activity of the Immunology department (in French)
* LabEx MAbImprove extension file (September 2018), report of the international jury (February 2019), and roadmap (May 2019, in French)
* HCERES evaluation file for the GICC (2016) and evaluation report (2017)

**Each File listed above contained Confidential Information subject to the confidentiality obligations of the Agreement.**