**CONFIDENTIAL DISCLOSURE AGREEMENT**

This CONFIDENTIAL DISCLOSURE AGREEMENT (the “Agreement”) is made by and between OUTCOMEREA, 51 rue des poilus, Drancy 93700 France ("OUTCOMEREA )",

and Dr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Adress: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(“the INVESTIGATOR”).

 **WHEREAS, the Investigator** and **OUTCOMEREA** possess certain proprietary and technical information relating to **the Eurobact II study** together with all portions of analyses, studies and other documents prepared by **OUTCOMEREA** or **the investigator** for the benefit of the other (hereinafter referred to as the “Subject Matter”);

 **WHEREAS, the investigator** and **OUTCOMEREA** are interested in receiving said proprietary and technical information from each other in order to conduct the Eurobact II study;

 **WHEREAS,** for the purpose of this Agreement, **Individual** and **OUTCOMEREA** are each a **“Discloser”** as to **"Confidential Information"** (as hereinafter defined) and are each a **"Receiver"** as to **Confidential Information** disclosed or provided to it under this Agreement;

**NOW, THEREFORE,** in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. As used herein, **"Confidential Information"** shall mean any and all information, know-how and data concerning or relating to the **Subject Matter,** whether written, graphic or oral furnished to **Receiver** by **Discloser**, directly or not, flagged or not as confidential, with the exception only of the following:

1. Information that is now in the public domain or which subsequently enters the public domain through no fault or omission on the part of **Receiver;**
2. Information that is presently known by **Receiver** from **[its/his]** own independent sources as evidenced by **[its/his]** written records;
3. Information received by **Receiver** from a third party having a legal right to disclose such information;
4. Information that is required by law, regulation or a court of law to be disclosed.
5. All written information delivered by **Discloser** to **Receiver** pursuant to this Agreement shall be and remain **Discloser's** property and all such written information, and copies thereof, shall be promptly returned upon **Discloser's** request, or destroyed at **Discloser's** option. However, **Receiver** shall be entitled to retain one copy of all such written information in a secure location solely for the purpose of determining **[its/his]** obligations hereunder.
6. **Receiver** agrees that all **Confidential Information** will be maintained in confidence. In this regard, **Receiver** agrees to disclose **Confidential Information** only to employees, co-workers or consultants who are directly concerned with the use of said information for the purpose specified above and shall take all necessary and reasonable precautions to prevent such **Confidential Information** from being disclosed to any unauthorized individual, entity, or company. Upon disclosing **Confidential Information** to colleagues**,** employees, co-workers, or consultants, **Receiver** shall advise them of the confidential nature thereof and shall take all necessary and reasonable precautions to prevent the unauthorized disclosure of such **Confidential Information.**
7. **Receiver** agrees not to use **Confidential Information** received hereunder for any purpose other than for the aforesaid purpose without first obtaining the express written consent of **Discloser.**
8. This Agreement shall be binding for a period of five (5) years from the date first written above, or five (5) years after the last date that a **Receiver** is given **Confidential Information** from a **Discloser**, whichever is later.
9. Nothing contained herein shall be construed as granting or implying any right to **Receiver** under any Letters Patent covering the **Subject Matter** or any right to use any information, know-how or data covered thereby.
10. Nothing in this Agreement shall be construed as representing any commitment by either party to enter into any license agreement.
11. This written Agreement embodies the entire understanding between the parties and supersedes and replaces any and all prior understandings, arrangements and agreements, whether oral or written, relating to the **Confidential Information.**
12. This Agreement is a personal, indivisible, nontransferable agreement and may not be assigned or transferred in whole or in part and shall be interpreted, construed and enforced in accordance with the laws of France.
13. Delivery of an executed counterpart of a signature page to this Agreement by e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed effective on the date first written above.

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| **the INVESTIGATOR** Signature: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **OUTCOMEREA** Signature: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name:Title:Date: |