

## NON DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into by and between **NOMINATED REVIEWER** ("Receiving Party") and **LGC LIMITED AS THE MANAGING AGENT OF THE NATIONAL INSTITUTE FOR HEALTH RESEARCH CENTRAL COMMISSIONING FACILITY (NIHR CCF)** ("Disclosing Party") and shall be deemed to have commenced as of the date on which the funding applications for the Invention for Innovation (i4i) programme have been made available for access as notified to the Receiving Date ("Effective Date"). The Disclosing Party possesses certain Confidential Information (as defined below) which it wishes to protect from unauthorised disclosure and use, and shall disclose such Confidential Information to the Receiving Party on the terms and conditions set forth below for the sole purpose of reviewing such funding applications in accordance with issued guidance regarding the i4i programme ("Purpose").

### THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include any and all information or data disclosed to the Receiving Party, in any form, in relation to the Purpose. Disclosing Party makes no warranty or representation, express or implied, as to the truth, accuracy, efficacy, completeness, capabilities or safety in relation to any of any Confidential Information disclosed to Receiving Party pursuant to this Agreement, and Disclosing Party shall not be liable to Receiving Party for any use of or reliance placed upon such Confidential Information by Receiving Party.
- 2. Ownership of Confidential Information.** Nothing in this Agreement shall be construed as a grant of rights by Disclosing Party to Receiving Party in any of the Confidential Information except for the Purpose, nor as placing Disclosing Party under any obligation to grant to Receiving Party future rights in respect of such Confidential Information in a subsequent agreement, to disclose any of its Confidential Information to another party, or to enter into any licence or other agreement in respect of the Confidential Information.
- 3. Obligations of Receiving Party.** Unless expressly authorised to the contrary in writing by the Disclosing Party, the Receiving Party shall: (a) use Confidential Information of the Disclosing Party solely for the Purpose, and disclose Confidential Information of the Disclosing Party only to those of its directors, officers, employees, consultants and advisors who need knowledge of or access to such Confidential Information for the Purpose and who are bound by confidentiality and non-use obligations in respect of such Confidential Information; (b) treat all Confidential Information of the Disclosing Party as secret and confidential and with the same degree of care that it uses in respect of its own confidential information which, in any event, shall be no less than a reasonable degree of care; (c) not copy or disclose any such Confidential Information of the Disclosing Party to any third party; and (d) keep all Confidential Information of the Disclosing Party secure from theft and misuse by unauthorised persons or any other use which would be in breach of this Agreement. Receiving Party shall return any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Disclosing Party requests it in writing.
- 4. Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that: (a) is or becomes public knowledge but not by reason of breach of this Agreement by Receiving Party; (b) is already lawfully in the possession of the Receiving Party prior to receipt from the Disclosing Party (c) is independently discovered or developed by Receiving Party prior to disclosure by the Disclosing Party; (d) is obtained by Receiving Party from a third party without any obligations of confidentiality and such third party is in lawful possession of such information and is not in violation of any contractual or legal obligation to maintain the confidentiality of such information; and/or (e) is required to be disclosed by the Receiving Party to any court, administrative or regulatory body, or stock exchange to the extent required by law, provided that the Receiving Party informs the Disclosing Party in writing, as soon as possible after the obligation to disclose arises, of the existence and extent of the duty to disclose, and uses all reasonable endeavours to ensure that it does not disclose any more of the relevant Confidential Information than is necessary in the circumstances. The onus shall be on the Receiving Party to prove that any of the exceptions set out above apply to any Confidential Information.
- 5. Equitable Relief.** Receiving Party acknowledges and agrees that any breach or threatened breach of the terms of this Agreement regarding the treatment of Confidential Information may result in irreparable damage to the Disclosing Party for which there may be no adequate remedy at law. Therefore, the Receiving Party agrees that in the event of any breach of this Agreement by it, then the Disclosing Party shall be entitled, in addition to any other rights and remedies available to it, to seek injunctive relief requiring the immediate return of all Confidential Information in the possession of the Receiving Party, and preventing the Receiving Party from using Confidential

Information in breach of this Agreement, without any requirement to show that any actual damage has been sustained.

6. **Duration.** This Agreement and the obligations and restrictions set out hereunder shall remain in force for a period of five (5) years from the Effective Date and shall continue to apply and be enforceable notwithstanding termination of this Agreement.
7. **Assignment.** Neither party shall be entitled to assign or otherwise transfer any of its rights and/or obligations under this Agreement to any third party except with the prior written consent of the other party to this Agreement.
8. **Variation.** No variation of or amendment to this Agreement shall bind any party unless made in writing and signed by a duly authorised representative of each party.
9. **Severability.** If any part of this Agreement is held to be or becomes void or otherwise unenforceable for any reason at any time, it will be deemed to be omitted from this Agreement and the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any way as a result of that omission. The Parties will use their reasonable efforts to agree a new or varied provision which achieves to the extent permitted by law the original business purpose of the invalid provision.
10. **Entire Agreement.** This Agreement expresses the complete understanding of Receiving Party and the Disclosing Party with respect to the subject matter. This Agreement may not be amended except in writing and signed by both parties. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party.
11. **Waiver.** The failure to enforce or exercise any right provided under this Agreement shall not constitute a waiver of that right and shall not effect Disclosing Party's subsequent right to enforce or exercise it.
12. **Governing Law.** This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

**By accessing the i4i system and agreeing to review the funding applications, the Receiving Party acknowledges and accepts to be bound by the terms and conditions set forth above.**