

## PHEMAC CONFIDENTIALITY POLICY

This policy is binding to each PHEMAC project partner who may gain access to confidential information.

### 1. RECITALS

- A. During PHEMAC project implementation, it is likely that any of the PHEMAC partners will gain access to, or may become acquainted with, confidential information related to a Project belonging to a third party.
- B. Confidential information that becomes known to any PHEMAC partner as per point a) above will likely also become known to other PHEMAC partners, but only within the context of the Project, and as required for its implementation
- C. All PHEMAC partners acknowledge the right and desire of said third party to preserve the secrecy of such confidential information.
- D. All obligations of any PHEMAC partner arising from the provisions of this policy or any confidentiality agreement signed with any third party within the context of PHEMAC shall equally apply to each PHEMAC partner, including obligations related to each partner's employees, agents, and contractors.

### 2. DEFINITIONS

- A. For this policy "Project" shall mean and include any development and/or commercialization activities or efforts made in respect of a technology owned by a third party.
- B. For the purpose of this policy "Confidential Information" shall mean and include any information, written or oral, whether or not designated as "confidential", which is connected with or relates to the Project, including, but not limited to, all inventions, improvements, methods, devices, software, know-how, discoveries, information related to concepts, ideas, financial, accounting, techniques, proposals, business partners, marketing strategies, market data, tests data, in-house methods, and/or other technology, whether patentable or copyrightable or not and the documentation thereof. Confidential Information shall not include information which is:
  - is already in the public domain or published information
  - is or becomes known to the public other than through a breach of this Policy.
  - is agreed between both parties signing this Policy in writing as not confidential and need not to be treated as confidential.
  - is already in the second party possession and is rightfully known by The Second Party (as evidenced by its written record) prior to the date of disclosure to it hereunder.
  - is independently developed by an officer or employee of the recipient Party who has no knowledge of such information; or,
  - is required to be disclosed because of an obligation brought about by a binding ruling of a competent authority such as a court of law.

- C. The term “partner” shall mean the coordinator of the PHEMAC project or any partner participating in the PHEMAC project that forms a part of PHEMAC’s consortium as per the PHEMAC grant agreement or any subsequent amendments.

### **3. OBLIGATIONS**

- D. During the Project, each PHEMAC partner acknowledges that it may become acquainted with or have access to Confidential Information belonging to any third party, either directly from the third party or through interaction and/or cooperation with other PHEMAC partners and agrees to protect and maintain the secrecy of the Confidential Information and to prevent its unauthorized use, dissemination, or publication of confidential information.
- E. Each PHEMAC partner agrees not to use the Confidential Information for any purpose other than for the benefit of the Project during its implementation as agreed upon with that third party.
- F. No PHEMAC partner shall, for whatever reason, either for itself or for any third party, appropriate, copy, memorize or in any manner reproduce or reverse engineer any of the Confidential Information without the prior written consent of the proper authorization.
- G. Each PHEMAC partner agrees that it will not disclose, or authorize any third party to disclose, confidential information to any person not bound by this Policy without the prior written consent of the proper authorization.
- H. Each PHEMAC partner must ensure that its employees, agents, and contractors comply with the obligations of confidentiality imposed upon it by this Policy.
- I. Each PHEMAC partner agrees to hold all confidential information disclosed hereunder confidential and shall expire 5 years from the date at which it became acquainted with or had access to the Confidential Information.
- J. Each PHEMAC partner who signs, for being a partner of PHEMAC, a confidentiality or non-disclosure agreement with a third party within the context of PHEMAC, shall share the provisions of such agreement with all PHEMAC partners no later than two weeks from the signing date.
- K. No amendment or modification of any provision of this Policy will be effective unless it is in writing and distributed officially to all PHEMAC partners by the project coordinator.