

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement is made and entered into as of March 29, 2023 by and between Pasteur Network, a non-profit organization, having its principal place of business at : 28 Rue du Dr Roux, 75015, Paris, France, and [Individual's Name], an individual currently working with Pasteur Network ("Signatory")

WHEREAS, in the course of Signatory's employment with Pasteur Network, Signatory may have access to certain confidential and proprietary information of Pasteur Network

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean any non-public information, whether oral or written, that is disclosed by or on behalf of Pasteur Network to Signatory, or to which Signatory gains access as a result of Signatory's employment with Pasteur Network, including, but not limited to, research, data, trade secrets, inventions, processes, methods, know-how, formulae, software, client lists, financial information, business plans, strategies, and any other information that Pasteur Network reasonably considers to be confidential or proprietary.

### Obligations

Signatories shall:

- (a) hold the Confidential Information in strict confidence and take all reasonable precautions to prevent unauthorized disclosure or use of the Confidential Information.
- (b) not disclose, reproduce, transmit, or use the Confidential Information for any purpose other than as necessary to perform Signatory's duties for Pasteur Network.
- (c) not disclose the Confidential Information to any third party without the prior written consent of Pasteur Network, except as required by law, regulation, or court order, and only after providing Pasteur Network with notice and an opportunity to object or seek appropriate protective measures;
- (d) promptly notify Pasteur Network in writing of any unauthorized disclosure or use of the Confidential Information, or any other breach of this Agreement by Signatory; and
- (e) upon termination of Signatory's employment with Pasteur Network or at Pasteur Network's request, immediately return or destroy all copies of the Confidential Information in Signatory's possession or control, whether in electronic or tangible form, and certify in writing to Pasteur Network that such return or destruction has been completed.

### Exceptions

The obligations of Signatory under this Agreement shall not apply to information that:

(a) is or becomes generally available to the public other than as a result of a disclosure by Signatory in violation of this Agreement;

(b) was rightfully known by Signatory prior to its disclosure by Pasteur Network; or

(c) is independently developed by Signatory without reference to or use of the Confidential Information.

## **Term**

The obligations of Signatory under this Agreement shall continue for a period of five (5) years from the date of disclosure of each item of Confidential Information, unless a longer period is required by applicable law or regulation.

## **Agreement and Amendment**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral. This Agreement may only be amended or modified by a written document signed by both parties.

## **Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be modified or replaced by a valid, legal, and enforceable provision that comes closest to the original intent of the parties.

PASTEUR NETWORK:

By: \_\_\_\_\_

[Authorized Representative's Name]

Title: \_\_\_\_\_

SIGNATORY:

By: \_\_\_\_\_

[Signatory]