

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement is made and entered into as of _____ by and between Pasteur Network, a non-profit organisation, having its principal place of business at 28 Rue du Dr Roux, 75015, Paris, France, and:

- either _____, a _____ by _____, _____, duly authorized to sign on its behalf in connection with its membership application;
 - or _____, acting in his/her personal capacity,
- (each a "Signatory").

WHEREAS, in the course of the membership application with the Pasteur Network, the 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 the Signatory, or to which the Signatory gains access as a result of its/his/her relationship 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

The Signatory 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 for **the Signatory's membership application and, where applicable, its participation in activities with 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 **the Signatory;** and
- e) upon withdrawal of **or termination of the membership (for an organisation or an individual)**, or at Pasteur Network's request, immediately return or destroy all copies of the Confidential Information in **the 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 the 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 the Signatory in violation of this Agreement;
- b) was rightfully known by the Signatory prior to its disclosure by Pasteur Network; or
- c) is independently developed by the Signatory without reference to or use of the Confidential Information.

Global Public Goods and Data Sharing

The Parties acknowledge the importance of maximising the public health impact of the activities carried out in connection with the Pasteur Network and agree that, to the greatest extent possible, data, results and other outputs generated in the course of such activities should be made publicly available in a timely manner, in accordance with applicable laws, ethical requirements and institutional policies.

Nothing in this Agreement is intended to restrict the publication, dissemination or public sharing of information that:

- a) does not constitute Confidential Information as defined in this Agreement;
- b) has entered the public domain other than through a breach of this Agreement; or
- c) has been anonymised or aggregated so that no individual, institution or commercially sensitive information can be identified.

The Parties shall cooperate in good faith to balance the protection of legitimate confidential and proprietary interests with the objective of promoting open and equitable access to data and knowledge for the benefit of global public health.

Term

The obligations of the 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

Name: _____

Title: _____

Signature:

SIGNATORY:

Name: _____

Title: _____

Signature: