



# **OBAFEMI AWOLOWO UNIVERSITY, ILE-IFE, NIGERIA.**

## **NON-DISCLOSURE AGREEMENT (NDA)**

This Non-Disclosure or Confidentiality Agreement herein referred to as 'the Agreement' is entered into this ..... day of ..... 20.....between Professor/Dr/Mr/Mrs/Miss..... of the Faculty of....., Obafemi Awolowo University, Ife, Ile-Ife, Osun State, Nigeria (or University of....., Nigeria) of the *and* Professor/Dr/Mr/Mrs/Miss..... of the Faculty of....., Obafemi Awolowo University, Ife, Ile-Ife, Osun State, Nigeria (or University of.....Nigeria)

### **Whereas:**

- (1) the parties desire to enter into research and academic activities and have realized that in the process and pursuant to their research/academic activities it may become necessary to discuss and/or exchange confidential information regarding their research/academic inquiries/activities;
- (2) either party may have proprietary interests such as patentable subject matter not yet covered by a patent application, other intellectual property, or other interests which require that the information be maintained in confidence;
- (3) in connection with the discussion, either party (the disclosing party) may disclose to the other (the receiving party) certain proprietary technical, procedural, or business information which the disclosing party desires the receiving party to keep confidential as it relates to the engagement;

### **Now Witnesses as Follows: -**

1. "Confidential Information" shall mean:
  - a. all information relating to a Disclosing Party's products, business and operations including, but not limited to, financial documents and plans, source code, software, algorithms, data, drawings or schematics, blueprints, computer programs and systems and know-how, customers, suppliers, manufacturing partners, marketing strategies, vendors, products, product development plans, technical product data, product samples, costs, sources, strategies, operations procedures, proprietary concepts, inventions, sales data, customer lists, customer profiles, technical advice or knowledge, contractual agreements, price lists, supplier lists, sales estimates, product specifications, trade secrets, distribution methods, inventories, marketing strategies, or other intellectual property of Disclosing Party and its affiliates that may be at any time furnished, communicated or delivered by Disclosing Party to Receiving Party, whether in oral, tangible, electronic or other forms;
  - b. the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals relating to any agreement;
  - c. information acquired during any tours of Disclosing Party's facilities; and
  - d. all other non-public information provided by Disclosing Party whosoever.

2. Confidential Information does not include information which:
  - a. was known by the Receiving Party prior to receipt from the disclosing party;
  - b. is generally available in the public domain or thereafter becomes available to the public through no act of the Receiving Party;
  - c. is independently discovered by an employee, agent, or representative of the Receiving Party who had no knowledge of the Confidential Information disclosed;  
or
  - d. is made available to the Receiving Party as a matter of lawful right by a third party.
3. **This agreement shall bind each party's employees, agents, affiliates or representatives. Parties agree to extract the obligations of these presents from their respective employees, agents, affiliates or representatives.**
4. The Disclosing Party warrants that s/he (it) has the right to share its Confidential Information with the receiving party, and agrees the Receiving Party is authorized to use Confidential Information s/he (it) receives from the Disclosing Party for the agreed purpose.
5. The Receiving Party expressly acknowledges that the Disclosing Party owns the Confidential Information they disclose, and that the transmission by the Disclosing Party of their Confidential Information (or any third party's Confidential Information entrusted to the Disclosing Party) shall not be construed to grant the Receiving Party any patent, know-how, copyright, trade secret, trademark, or other intellectual property rights in, or arising from, the Confidential Information disclosed. If any such rights are to be granted to the Receiving Party, such grant shall be expressly set forth in a separate written agreement.
6. The Receiving Party agrees to disclose Confidential Information only to their respective employees, agents, or representatives who have been determined to have a need to know and have been advised of their obligation to comply with the terms of this Agreement. To the extent allowed by the law applicable to the Receiving Party, the Receiving Party will be liable for any breach of this agreement by any of its employees, agents, affiliates or representatives that receive access to the Confidential Information.
7. The Receiving Party shall take such steps as may be reasonably necessary to prevent disclosure of the Confidential Information to third parties, but shall apply at least the same level of security as is afforded to the Receiving Party's own confidential information.
8. Receiving Party will take reasonable steps to ensure that its Representatives adhere to the terms of this Agreement. Receiving Party will be responsible for any breach of this Agreement by any of its Representatives.
9. Upon the termination of this Agreement, Receiving Party will ensure that all documents, memoranda, notes and other writings or electronic records prepared by it, that include or reflect any Confidential Information are returned to the Disclosing Party or destroyed as directed by Disclosing Party.
10. If there is an unauthorized disclosure or loss of any of the Confidential Information by Receiving Party or any of its Representatives, Receiving Party will promptly, at its own expense, notify Disclosing Party in writing and take all actions as may be necessary or

reasonably requested by Disclosing Party to minimize any damage to the Disclosing Party or a third party as a result of the disclosure or loss.

11. **The obligations of the parties under this agreement shall survive the completion, termination or abandonment of this Agreement**, and at no time will Receiving Party or any of its Representatives be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to clause 2 above.
12. Receiving Party agrees that at no time will Receiving Party engage in any business activity which is competitive with Disclosing Party, nor work for any organization which competes with Disclosing party during the term of Receiving Party's relationship with the Disclosing Party.
13. There is no representation or warranty, express or implied, made by Disclosing Party as to the accuracy or completeness of any of its Confidential Information. Except for the matters set forth in this Agreement, neither party will be under any obligation with regard to the Transaction. Either party may, in its sole discretion:
  - a. reject any proposals made by the other party or its Representatives with respect to the Transaction; and
  - b. terminate discussions and negotiations with the other party or its Representatives at any time and for any reason or for no reason.
14. Any notice required to be given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address or by facsimile at the below facsimile number or in the case of either party, to such other party, address or facsimile number as such party may designate upon reasonable notice to the other party.
15. This Agreement shall supersede and prevail over any other prior arrangements, either oral or written, as to the Confidential Information received under this Agreement. This Agreement constitutes the entire agreement between the parties relative to this subject matter and shall not be amended, except in a writing signed by the parties.
16. **Where any provision of this Agreement is declared by a court, tribunal or other authority of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction then that provision shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination only, but shall not invalidate the remaining provisions of this Agreement in that jurisdiction, or affect the legality, validity or enforceability of such provision in any other jurisdiction.**
17. **This agreement shall be governed by and construed in accordance with the law of the Federal Republic of Nigeria.**
18. (1) **The parties agree that their respective address for service of any document or notice shall be as provided hereunder: -**
  - (a) **If to Prof/Dr./Mr/Mrs/Miss .....**
    - (i) **(physical address for hand delivery)**

(ii) (email, facsimile, etc)

(b) If to Prof./Dr./Mr./Mrs./Miss.....

(i) (physical address for hand delivery)

(ii) (email, facsimile,

18 (2) A change in address must be promptly notified to the other party in writing, and until such a change is so indicated it shall be sufficient if a notice is given to the parties' address indicated herein.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized officers or representatives the day and year first above written.

SIGNED for the party of the first part by: -

.....

(Name & Designation)

In the presence of: -

Name of witness:

Occupation and Address:

Signature:

Name of witness:

Occupation and Address:

Signature:

SIGNED for the party of the other part by: -

.....

(Name & Designation)

In the presence of: -

Name of witness:

Occupation and Address:

Signature:

Name of witness:

Occupation and Address:

Signature: