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*Appendix no. 7
 do Proceeding no. 15/Z/24*

**CONFIDENTIALY AGREEMENT**

concluded on ………………. *2024 r. in Zabrze/[[1]](#footnote-1)* between:

**Silesian Park of Medical Technology Kardio-Med Silesia Ltd.**

with headquarters in Zabrze, ul. M. Curie- Skłodowskiej 10c, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Gliwice, 10th Commercial Division of the National Court Register under the number KRS 0000396540, NIP 648-276-15-15, REGON 242742607, hereinafter referred to as the "Ordering Party", represented by:

Adam Nowara - President of the Management Board

hereinafter referred to in the body of the Agreement as the “**Disclosing Party**”

(in the case of an entrepreneur entered in the National Court Register)

(name) ................................................., the registered office in............................... Street, NIP: ………, REGON: ……., share capital: ……....…. entered into the Register of Entrepreneurs kept by the District Court ........................ under KRS number: .............. ., represented by:

……………………………………………..........…………………..…

(in the case of an entrepreneur entered in CEIDG)

(name and surname) ............., residing in …………. PESEL: ........... an entrepreneur running a business under the name of .............................. based in ... ..... ................ at ........................... Street, NIP: ...... … ......., REGON: …… ..........,

hereinafter referred to in the body of the Agreement as the “**Receiving Party**”

hereinafter also referred to separately as “**Party**” or jointly as “**Parties**”, with the following content:

**§ 1.**

1. Whenever **Confidential Information** is referred to in this Agreement, it shall mean all information about the Disclosing Party and its business and the medicinal product being manufactured as part of the procurement procedure for “**Contractor selection for contract manufacturing of a GMP-standard investigational medicinal product based on liposome technology for use in a Phase I clinical trial, with the required documentation**” No. 15/Z/24, in particular, general information, technical information, technological information, intellectual property, such as. existing patents and patent applications, organizational information, including information about cooperating individuals and institutions/companies, financial, legal or other information of economic value, as well as information obtained as a result of analysis or processing of the information provided, regardless of the manner of disclosure, transmitted in writing, orally, electronically or by any other means, regardless of the form and manner of expression and the degree of elaboration. Confidential Information shall also include any non-public or undisclosed data regarding third parties and their activities relevant to the outcome of this Agreement. If there is any doubt as to the qualification of certain information for the purposes of the performance of this Agreement, it shall be presumed to be Confidential Information.

**§ 2.**

1. The Receiving Party agrees to keep Confidential Information obtained during the term of this Agreement confidential indefinitely from the moment of its conclusion.
2. The Parties may terminate the Agreement without a notice period, in which case all Confidential Information received by the Receiving Party must be destroyed and may not be used for any purpose. The obligation to destroy materials containing Confidential Information shall not apply to documents and information which the Receiving Party is obligated to keep by law or whose electronic copies have been automatically stored in the Receiving Party's computer system and it is impracticable or difficult to delete them from the end user level. The Receiving Party shall maintain the confidentiality of such retained Confidential Information under the terms of this Agreement. Termination of the Agreement shall not deprive the Disclosing Party of the possibility of claiming the contractual penalty referred to in § 2.8 of the Agreement and the obligation to compensate for damages, in particular in case the Confidential Information is not destroyed by the Receiving Party or is used for any purpose after termination of the Agreement.
3. The obligations set forth in Paragraph 1 shall not apply with respect to Confidential Information or any part thereof which:
4. are published, generally known and made public without violating the provisions of this Agreement,
5. have been lawfully transferred by a third party without violating any non-disclosure obligations to the Parties, including those set forth in this Agreement,
6. have been disclosed with the prior written consent of the Disclosing Party,
7. have been disclosed to the competent public authorities or local governments, due to the content of mandatory legal regulations,
8. have been completely independently developed by the Receiving Party.
9. The Receiving Party shall keep the Confidential Information confidential, and in particular shall take the same precautions and the same security measures with respect to the Confidential Information as those used by the Transferring Party with respect to its own Confidential Information and for which the Receiving Party warrants that it will provide adequate protection against unauthorized disclosure, copying or use.
10. The Receiving Party of the Confidential Information, undertakes to receive the Confidential Information and to transfer it only through the persons notified of the obligations under this Agreement.
11. The Party Receiving Confidential Information undertakes not to disclose the Confidential Information received from the Disclosing Party either in whole or in part to third parties, as well as not to use the Confidential Information for any material benefit, except to those employees or associates or legal advisors. Disclosure to third parties, may be made only on the condition that, in each such case, the Party receiving the Confidential Information shall ensure that the aforementioned persons comply with their obligation to keep the Confidential Information confidential to an extent no less than under the title of this Agreement.
12. The Disclosing Party shall provide the Receiving Party with Confidential Information, in connection therewith:
13. at any time, upon the Disclosing Party's request, the Receiving Party shall return to the Transferring Party all Confidential Information (and all copies and extracts thereof) or destroy all written Confidential Information (and all copies and extracts thereof), subject to the second sentence of Paragraph 2.2. The destruction of the Confidential Information shall be certified in writing by the Receiving Party
14. the Receiving Party agrees that it will not, without the prior written consent of the Disclosing Party, make any public announcement, public statement, or any other disclosure to any person (except as permitted hereunder or required herein) regarding the fact that any Confidential Information has been released or that discussions or negotiations are taking place regarding a potential transaction involving the Disclosing Party.
15. The Receiving Party agrees to pay to the Disclosing Party a contractual penalty in the amount of PLN 20,000.00 for each violation of the terms of this Agreement.
16. The Disclosing Party shall be entitled to recover damages on general terms in the event that the Receiving Party breaches its obligations under this Agreement and the value of damages resulting from the breach exceeds the amount of the contractual penalty charged.

**§ 3.**

1. Amendments to the Agreement shall require a written annex for its effectiveness.
2. In matters not covered by this Agreement, the provisions of generally applicable law, in particular the Civil Code, shall apply.
3. The Agreement has been drawn up in two counterparts, one for each Party.

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| **Disclosing Party** | **Receiving Party** |
| ……………………………………………… | ……………………………………………… |

1. *If the Parties sign the agreement with an electronic signature, the date of conclusion will be the date of the last qualified signature by the Parties.* [↑](#footnote-ref-1)