**CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT**

**1. Parties**

This Confidentiality and Non-Disclosure Agreement (the “Agreement”) is made on *[date]*, between ISTANBUL UNIVERSITY at *[address]*, (“The University”) and \_\_\_\_\_\_\_\_, at *[address]*, (“Project Management / Consulting Unit”).

The University now collaborates or intends to collaborate with Project Management / Consulting Unit on the Project and Project Management / Consulting Unit wishes to continue in or accept that collaboration; and

It is likely that Project Management / Consulting Unit may have access to or contribute to the development of Confidential Information and may be involved in the discovery or the development of strategies, ideas or Inventions; and

The University requires that Project Management / Consulting Unit execute this Agreement in order to protect valuable trade secrets and other valuable intellectual property of the University; and

Project Management / Consulting Unit is willing to execute this Agreement;

Therefore, intending to be legally bound, the parties agree as follows:

**2. Subject of the Agreement**

During the term of Project Management / Consulting Unit’s management / consulting, Project Management / Consulting Unit shall refrain from disclosing to other persons or entities any confidential information or trade secrets of the University developed by Project Management / Consulting Unit or of which Project Management / Consulting Unit becomes aware.

**3. Definition of the ‘Project’**

The “Project” shall mean the …… project at ……. [or add any other appropriate definitions].

**4. Confidential Matter**

“Confidential Information” means information (including formulae, patterns, compilations, programs, devices, innovations, methods, techniques and processes) of a party that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and includes, without limitation, research plans, research strategies, cost information, information about employees, descriptions of inventions, process descriptions, descriptions of technical knowhow, engineering and technical specifications and documentation, and pending or abandoned patent applications, any trademarks and copyrights. Confidential Information may be written, oral, expressed in electronic media or otherwise disclosed, and may be tangible or intangible. All materials and information disclosed by either party to the other will be presumed to be Confidential Information and will be so regarded by the recipient.

**5. Obligations**

**5.1** During each term of the *[management/consulting]* engagement and at all times thereafter, Project Management / Consulting Unit shall not, directly or indirectly, divulge, furnish, or make accessible to any other person or use in any way any Confidential Information that Project Management / Consulting Unit acquired as a result of collaboration with the University on the Project or acquires as a result of this management / consulting arrangement services hereunder.

**5.2** Project Management / Consulting Unit shall, indefinitely, hold any Confidential Information in the strictest confidence and will not disclose any Confidential Information to any person or entity whatsoever, absent the prior express written instruction, signed by the Rector of the University. Project Management / Consulting Unit shall take all steps necessary to ensure that any Confidential Information is held in the strictest confidence and that the terms and conditions of this Agreement are strictly adhered to Project Management / Consulting Unit and its employees and agents.

Project Management / Consulting Unit may provide access to the Confidential Information to its authorized officers and employees on, and only on, a need to know basis which is directly and solely for the authorized purposes under this Agreement. In any event, any such person being provided with access to any of the Confidential Information shall have executed a Confidentiality and Nondisclosure Agreement in a form acceptable to the University.

Project Management / Consulting Unit further agrees to indemnify the University against any loss or liability resulting from, or arising in connection with, unauthorized use or disclosure of the Confidential Information by Project Management / Consulting Unit or its directors, employees or other representatives.

**6. Copies and Abstracts**

Project Management / Consulting Unit shall not make or use any copies, synopses or summaries of oral or written material, photographs or any other documentation or information made available or supplied by the University except such as are necessary for the Project Management / Consulting Unit’s internal communications in connection with carrying out the Project purpose. All such copies and abstracts must themselves be marked as confidential and Project Management / Consulting Unit shall maintain a written record of the distribution of all such copies and abstracts.

**7. Injunctive Relief**

Project Management / Consulting Unit acknowledges that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm to the University. Accordingly, Project Management / Consulting Unit agrees that the University will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law for such a breach.

**8. Prior Inventions and Innovations**

Except as set forth below, Project Management / Consulting Unit acknowledges at this time that Project Management / Consulting Unit has not made or reduced to practice (alone or jointly with others) any Inventions or Innovations (if none, so state): *[specify*

*inventions or innovations by title, date and identification number or description]*.

**9. Non-Disclosure**

Except as otherwise provided in this Agreement, without the University’s prior written consent, Project Management / Consulting Unit will not disclose to any third party either the fact that discussions and negotiations are taking place concerning a possible project / transaction between the University and Project Management / Consulting Unit or any of the terms, conditions or other facts with respect to any such possible project / transaction, including the status thereof.

**10.** **Amendments**

Amendments to the agreement must be set forth in writing and agreed to by both parties.

**11. Duration of Agreement**

All “Confidential Information” shall be safeguarded by Project Management / Consulting Unit as required by this Agreement in perpetuity or for so long as such information remains a “Confidential Information” under this Agreement.

**12. Notice to Parties**

All notices permitted or required to be given hereunder or by law must be made to the addresses set forth here under Law No.7201 until the University or Project Management / Consulting Unit notifies the other through notary of any change in address within 7 days.

**13. Jurisdiction**

The courts of Istanbul will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

Now therefore, the parties hereby enter into this Agreement to set forth their mutual promises and understandings, set forth above. The term of this Agreement shall begin on DATE. In witness hereof, the parties hereby enter into this Agreement and affix their signatures as of the date first above written.

**BY: Project Manager BY: Istanbul University Authority**

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BY Project Partner**  **Project Partner/Consulting Unit Authority**

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_