**Confidentiality Agreement**

This Confidentiality Agreement is entered into by and between the Industry-University Collaboration Group of Ulsan National Institute of Science and Technology (UNIST) located at, [UNIST-gil 50, Eonyang-eup, Ulju-gun, Ulsan, 44919 Republic of Korea] (the “Information Provider”) and [INSERT INSTITUTION] located at [INSERT ADDRESS OF INSTITUTION] (the “Information Recipient”) (collectively the “Parties” and singularly the “Party”) as follows:

**Article 1 (Purpose)**

The purpose of this Agreement is to set forth all terms and conditions necessary to keep confidential and protect all technologies and information relating to [INSERT PROJECT NAME, for example, Korea 10K project] of the Information Provider, including seminars and consultations for research and development, and negotiations on transfer, of such technology.

**Article 2 (Definition of Confidential Information)**

As used in this Agreement, the terms defined in the preamble have their assigned meanings and the following terms have the meanings assigned to it in this Article.

1. “Confidential Information” means any and all information provided by the other Party hereto with respect to this Agreement.

2. The following information shall not be deemed Confidential Information to the extent that it can be proven that said information is:

 (1) in the Information Recipient’s possession before such information was furnished to the Information Recipient;

 (2) in the public domain at the time of provision of such information by the Information Provider or introduced into the public domain thereafter without any negligence on behalf of the Information Recipient;

 (3) lawfully obtained by the Information Recipient from a third party who has the legitimate right to provide or disclose such information;

 (4) developed by the Information Recipient independently without using any Confidential Information;

 (5) approved by the Information Provide for disclosure by the Information Recipient; or

 (6) required to be disclosed by laws or a court order (*provided* that the Information Recipient immediately notify the Information Provide of the request and cooperate with the Information Recipient to enable the Information Provider to take appropriate measures to protect the relevant Confidential Information and respond in a timely manner.)

**Article 3 (Confidentiality Obligation and Treatment of Confidential Information)**

1. The Information Recipient shall use the Confidential Information only for the purposes set forth in Article 1 of this Agreement and shall acknowledge that the Information Provider is the owner of the Confidential Information.

2. The Information Recipient shall not provide, disclose, or divulge the Confidential Information directly or indirectly to the Information Provider’s competitors or third parties, whether located in Korea or in a foreign jurisdiction, without prior written approval from the Information Provider. In the event the Information Provider gives prior written approval, the Information Recipient shall enter into a separate confidentiality agreement with the third party to which the Confidential Information is provided, and notify the Information Provider thereof.

3. The Information Recipient shall disclose the Confidential Information to its officials and employees only to the extent necessary and only if such officials and employees are directly related to the purpose set forth in Article 1 hereof and need to know the Confidential Information with respect thereto. In this case, the Information Recipient shall cause the relevant officials and employees to comply with all terms and conditions of this Agreement with respect to use and protection of the Confidential Information; the Information Recipient shall be liable for acts by the relevant official and employees in connection with the Confidential Information.

4. In the event that the Information Recipient is aware of any of the following events, the Information Recipient shall notify the Information Provider in writing, immediately thereafter: disclosure of the Confidential Information to third parties; misuse of the Confidential Information by the Information Recipient or by a third party to whom the Information Recipient provided the Confidential information; or any other infringement of the Confidential Information.

5. The Information Recipient shall practice a good custodian’s duty of care and diligence in managing the Confidential Information and other materials, samples, copies, or products derived from the Confidential Information; the Information recipient shall return all of the same to the Information Provider immediately after the termination or expiration of this Agreement or upon the Information Provider’s reasonable request.

**Article 4 (Public Relations)**

The Information Recipient shall not disclose the existence of the technology of the UNIST under this Agreement or any related information to third parties including newspapers, broadcasting companies and other press and mass media outlets; the Information Recipient shall not make a corporate disclosure or conduct public relations activities regarding UNIST’s Confidential Information without the Information Provider’s prior written consent.

**Article 5 (Term of Agreement and Duration of Confidentiality Obligation)**

1. The term of this Agreement shall begin on the execution date and end [INSERT PEROID, for example, three years] after (the “Term”), provided that neither Party breaches this Agreement. In the event that the Parties consulted with each other in connection to the purpose of this Agreement prior to its execution, the Term shall be retroactively from the date of commencement of this prior consultation.

2. Notwithstanding the Term of this Agreement as set forth in Paragraph 1 of this Article, the confidentiality obligation under this Agreement shall remain in effect for **five (5) years** after the expiration or termination of this Agreement.

**Article 6 (Assurance)**

1. The Information Provider provides the Confidential Information “as is” and provides no representations or warranties regarding its accuracy, completeness, suitability for any business purposes, or the infringement on third party rights in relation to the Confidential Information.

2. The Information Provider shall not be liable for any results of the use of the Confidential Information by the Information Recipient.

**Article 7 (Damages)**

1. The Information Recipient shall indemnify and hold harmless the Information Provider from any and all damages, liability, and claims arising from the Information Recipient’s breach of this Agreement in regards to its confidentiality obligations.

2. Any breach of this Agreement may result in irreparable damage to either Party that will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the Parties acknowledge and agree that either may immediately seek enforcement of this Agreement by means of specific performance or injunction, without other requirements.

3. In the event that the Information Recipient breaches or violates its obligations under this Agreement, UNIST shall take appropriate legal action, including prevention the use of information to protect the confidential information. The Information Recipient is responsible for all civil and criminal justice.

**Article 8 (Miscellaneous)**

1. The Information Provider makes no representations or warranties and assumes no legal liability with respect to the content of the Confidential Information. The provision of the Confidential Information by the Information Provider does not grant any intellectual property rights, including but not limited to patents, to the Information Recipient.

2. The execution of this Agreement does not create any new rights or obligations for the Parties to enter into a new agreement regarding any of the business associated with this Agreement.

3. This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment by the duly authorized representatives of the Parties. In addition, failure to exercise any right under this Agreement shall not be deemed as a waiver of such right.

4. Neither Party may transfer, assign, delegate or provide as security to a third party, or otherwise dispose of, any or all of its rights or obligations under this Agreement without prior written consent of the other Party.

**Article 9 (Interpretation and Resolution of Disputes)**

1. Any matter not provided for in this Agreement and any disagreements on the interpretation of this Agreement shall be in accordance with relevant laws and regulations of the Republic of Korea and other ordinary commercial practices.

2. Any disputes arising in connection with this Agreement between the Parties hereto shall be amicably resolved through mutual consultation between the Parties in principle. In the event that the Parties fail to amicably resolve the dispute, Ulsan District Court shall have exclusive jurisdiction over the unresolved dispute.

IN WITNESSETH WHEREOF, the Parties hereto have caused this Agreement to be executed by duly authorized representatives of both Parties by signing and affixing their seals to two (2) copies of this Agreement and having retained one (1) copy each. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[INSERT DATE]

“Information Provider”

Ulsan National Institute of Science and Technology

50 UNIST gil, Eonyang-eup, Ulju-gun, Ulsan, Korea

President: Mooyoung Jung (seal)

“Information Recipient”

[INSERT INSTITUTION]

[INSERT ADDRESS OF INSTITUTION]

Representative Director: [INSERT NAME OF REPRESENTATIVE DIRECTOR] (seal**)**