Non-Disclosure/Confidentiality Agreement

by and between

**ERA (European Renal Association) – Charity registered in England and Wales: registration n° 1060134**

**Registered office: c/o PKF Littlejohn, 15 Westferry Circus, Canary Wharf, London E14 4HD, UK**

* hereinafter referred to as ***ERA***

and

**Name** ....................................................

**Address:** ....................................................

* hereinafter referred to as ***ERA Trustee***

# Recitals

The contracting parties collaborate in ERA. During such collaboration, it may be necessary for the contracting parties to make available to each other certain confidential information. To protect the disclosing party and any other party involved, such confidential information should be subject to a general obligation of secrecy and confidentiality. This agreement shall also apply if the contemplated collaboration does not materialize.

**1. Definitions**

INFORMATION shall be any confidential information exchanged orally, in writing or by any other medium regarding any topic discussed within the ERA Council meetings. This is also valid for any other INFORMATION discussed at any other ERA Group meeting, thus also regarding ERA-Eurocongress Ltd.

**2. Pledge of Confidentiality**

The contracting parties undertake to hold in confidence any and all INFORMATION, and not to disclose such INFORMATION, in whole or in part, to third parties. The contracting parties undertake to take the necessary steps to prevent third parties from obtaining knowledge of such INFORMATION. In particular, the contracting parties undertake to provide access to such INFORMATION only to those employees who are obliged to observe this pledge of confidentiality.

**3. Exclusions from the Pledge of Confidentiality**

This pledge of confidentiality shall not apply if it can be established that INFORMATION

* was known to the receiving party prior to its disclosure, or
* was known to the public or was generally available prior to its disclosure, or
* became known to the public or became generally available after disclosure through no wrongful act or omission of the receiving party, or
* corresponds essentially to information which was disclosed or made available to the receiving party at any time by a third party who had the legal right to disclose the information to the receiving party, or
* was developed independently by the receiving party without knowledge of the INFORMATION, or whose development was commissioned by the receiving party without knowledge of the INFORMATION, or
* was duly disclosed under a government or court order.

The burden of proof to establish whether or not the above exclusions apply shall lie with the receiving party.

**4. Term of the Agreement**

This agreement as well as the pledge of confidentiality shall remain for three years after the ERA Trustee ends his/her term except for the INFORMATION that must remain confidential with no term.

**5. Applicable Law**

This agreement shall be governed exclusively by the laws of the United Kingdom. To the extent that the ***ERA Trustee*** is a *Trustee* as defined by the English and Welsh Charity law, the exclusive venue for any and all litigation arising out of or in connection with this agreement shall be London (U.K.).

**6. Formal Requirements**

Any alterations, modifications, amendments, or supplements must be in writing.

**7. Severability**

Should any provision of this agreement be or become invalid or should there be a gap in the agreement, this shall not affect the validity of the remaining provisions.

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ERA Trustee (FULL NAME)

ERA (President or Secretary General in case of the President)

Place\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_