

**NON-DISCLOSURE AGREEMENT  
FOR EU GRANTS AND SUBSIDIES CONSULTING**

*An Agreement entered into today ..... 2010*

*Between one part:*

Mr. Martin Farrugia, ID number 122182(m) and residing at "Marserg", St. Thomas Street, Fgura, FGR 1609, Malta, and having an office at The Penthouse No. 5. Level 4, Sunflower Mansions, Tower Street, Msida, MSD 1822, Malta, EU.

*And of the other part:*

Mr. / Mrs..... having ID / Passport number ..... acting of behalf of .....and having a registered office at ..... hereafter known as the Client.

Whereas:

- Mr. Martin Farrugia and ..... (the Client) intend to collaborate in the field of .....

Mr. Martin Farrugia and .....(the Client) intend to exchange information for the purpose of evaluating a possible collaboration in the field of .....

and

- in order to define the content of the collaboration the parties wish to exchange technical and/or commercial information of a confidential or proprietary nature presently in their possession and wish to ensure that the same remains confidential.

Now, therefore, it is hereby agreed as follows:

1. For the purpose of this agreement "confidential information" shall mean such technical and/or commercial information, including but not limited to any documents, drawings, sketches or designs, materials, samples or prototypes disclosed or supplied either by Mr. Martin Farrugia or by ..... to the other party, and which at the time of its disclosure or supply is identified as confidential or proprietary. Oral information which is confidential or proprietary shall be recorded in writing by the disclosing party within (15/or:30 days) after disclosure, and the resulting document shall specifically state the date of disclosure and designate the information as confidential or proprietary.
2. Mr. Martin Farrugia and ..... each undertake to treat any and all confidential information as confidential, to use it solely for the purpose of the

evaluation and definition of a collaboration as stated in this agreement, not to disclose it to any third party, and not to make it publicly available or accessible in any way, except with the prior written consent of the disclosing party.

3. The obligations specified in section 2 above shall not apply with respect to any confidential information which:
  - a. the receiving party can prove has been known to the receiving party prior to the time of its receipt pursuant to this agreement; or
  - b. is in the public domain at the time of disclosure or thereafter enters the public domain without breach of the terms of this agreement on the part of the receiving party; or
  - c. the receiving party can prove becomes known to the receiving party through disclosure by sources other than the disclosing party, having a right to disclose such information; or
  - d. the receiving party can prove has been developed independently by an employee of the receiving party who has not had access to any of the confidential information of the disclosing party.
4. Unless it is necessary for the purpose stated in this agreement and provided that any disclosed confidential information or any copy thereof is made accessible only to such employees who have a need to know, the receiving party shall not, without the prior written consent of the disclosing party, copy or reproduce any item or document supplied to the receiving party - being or containing in whole or in part confidential information. The receiving party shall return such item or document and any copies thereof at the supplying party's request, and at the latest on termination of this agreement. This shall not apply to copies of electronically exchanged confidential information made as a matter-of-routine information technology back-up, and to confidential information or copies thereof which must be stored by the receiving party according to mandatory law, provided that such confidentiality information or copies thereof shall be subject to an indefinite confidentiality obligation.
5. All confidential information shall remain the exclusive property of the disclosing party as well as all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the receiving party is granted or implied under this agreement. No commercial obligation on the part of either party is intended or undertaken.

The parties agree that any confidential information is made available "as is" and that no warranties of any kind are granted or implied with respect to the quality of confidential information, including but not limited to, its fitness for any purpose, non-infringement of third party rights, accuracy, completeness or correctness.

6. The party receiving confidential information including materials, samples, prototypes or similar items, shall not analyse it, chemically, by reverse engineering, or otherwise, in order to determine the identity and/or properties of its components.

To the extent that such items have not been destroyed or used during evaluation tests and unless there is no other agreement between Mr. Martin Farrugia and ....., they shall be returned to the supplying party upon request, and at the latest on termination of this agreement.

7. This agreement shall be effective as of the date of the last signature and shall thereafter continue for ..... months (period of exchange of information for evaluation purposes). The confidentiality obligation hereunder shall terminate in (2/or:/3/5/7/10) years after the date of the last signature of this agreement.

8. Ancillary agreements, amendments or additions hereto must be made in writing.
9. This agreement shall be construed and interpreted by the laws of Malta, and the Courts of Malta shall have jurisdiction.
10. If any provisions of this agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

Name: Mr. Martin Farrugia

ID no. 122182(m)

Signature.....

Name.....

ID no..... / Passport No.....

Signature.....

---

Martin Farrugia B.A. (Hons.), M.A. (Eur. St.), MIM  
*EU Grants and Subsidies Consultant*

Address: "Marserg", St. Thomas Street, Fgura, Malta, EU  
Office: The Penthouse No. 5. Level 4, Sunflower Mansions, Tower Street, Msida MSD1822, Malta, EU

Tel: 00356 2701 7384  
Mob: 00356 9930 5246  
Email: [contact@martinfarrugia.eu](mailto:contact@martinfarrugia.eu)  
URL: <http://www.martinfarrugia.eu>