



ONE WAY NON-DISCLOSURE AGREEMENT

Parties:

This Agreement is entered into this [Insert day] day of [Insert month and year] by and between the University of Ghana acting through its [Insert name of Department/ School/ College/ Institute] whose registered address is at P.O.Box LG [Insert postal address], which expression shall, where the context so admits or requires, include its successors in title and assignees of the one part [hereinafter referred to as Recipient/ Provider] *(Please indicate as appropriate and delete text in parenthesis)* **AND**

[Insert name of other party] whose registered address is at P.O.Box [Insert postal address], which expression shall, where the context so admits or requires, include its successors in title and assignees on the other hand [hereinafter referred to as Recipient/ Provider] *(Please indicate as appropriate and delete text in parenthesis)*.

The Provider and Recipient shall individually be called a Party and collectively the Parties to this Agreement.

Field and Purpose:

WHEREAS the Provider intends to disclose Confidential Information to the Recipient for the purpose of [Insert purpose] (Hereinafter referred to as “the Purpose”).

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Definitions

Information shall include information, whether commercial, technical or of any nature whatsoever, given directly or indirectly by the Provider to the Recipient in documentary or oral forms, chemical or biological materials, tangible form, models, demonstrations and whether provided before, on or after the Agreement Date.

Confidential Information shall mean:

- a) Research findings, proprietary information, technical information received from or disclosed to a Party which is clearly marked as confidential or given under an expressed or implied commitment of confidence.
- b) With respect to information which is disclosed visually or orally, any information that the Provider or his duly authorised representative informed the Recipient at the time of disclosure was disclosed in confidence. In this case, the Provider shall confirm in writing such disclosures as Confidential within fifteen (15) days of such disclosure to the Recipient.
- c) Any confidential, proprietary or non-public information irrespective of the manner in which the information is stored, exchanged or delivered between the Parties, prior to, on or after the date of this Agreement in relation to the Purpose.
- d) Any copy (in print format, electronic embodiments, etc.) of the Confidential Information.

Electronic Embodiments signifies all information held in electronic storage media, computer software or memory, and/ or in the form of emails and/ or attachments.

Provider shall mean the Party disclosing or providing Confidential Information either directly or indirectly to the Recipient under or in anticipation of this Agreement.

Recipient shall mean the Party who uses or receives the Confidential Information disclosed either directly or indirectly by the Provider.

It is agreed as follows:

1. Obligations on Confidentiality

In consideration of the Provider disclosing Confidential Information, at its discretion, to the Recipient, the Recipient shall

- 1.1 Not use the Confidential Information disclosed to it for any other purpose, whether commercial or non-commercial, except for the Purpose indicated above, without obtaining the prior written consent of the Provider.
- 1.2 Maintain in secrecy any Confidential Information disclosed to it and would take reasonable precaution not to disclose Confidential Information to any third party (except to employees, and professional advisers), who need to know the same for the Purpose aforementioned, and who recognise that they are obliged to keep the information confidential and are bound by responsibilities equal to those in clause 1.1 above and this clause 1.2.
- 1.3 The Recipient shall be responsible for ensuring that its employees, professional advisors act in accordance with the Recipient's obligations under this Agreement and shall be held liable for any breach of this Agreement by its employees and professional advisors.
- 1.4 The provisions in clauses 1.1 and 1.2 above shall apply to all of the Confidential Information disclosed to the Recipient, irrespective of the manner or form in which it was recorded or disclosed.

2. Exceptions to Confidentiality Obligations

The Recipient's obligations to confidentiality shall not apply with respect to confidential information:

- 2.1 Which can be established from written records as already known to it or made available to the Recipient from other sources or third parties not subject to any commitment of confidentiality prior to the disclosure; or
- 2.2 In the public domain by use and/ or publication or which subsequently enters the public domain without fault on the part of the Party receiving the information; or
- 2.3 Developed independently by the Recipient without reference to any Confidential Information received from the Provider.
- 2.4 Obtained by the Recipient from the Provider which is not under any commitment to maintain such information or material confidential; or
- 2.5 That the Recipient is required by law to disclose to a court of competent jurisdiction or any competent authority.
- 2.6 Is approved for release in writing by an authorised representative of the Provider.

3. General

- 3.1 Any information considered as Confidential shall be clearly identified as such at the time of disclosure. Confidential Information in electronic embodiments or tangible embodiments including copies thereof shall remain the property of the Provider and shall be returned promptly to the Provider or permanently deleted upon the request of the Provider.
- 3.2 Notwithstanding clause 3.1 above, a copy of all Confidential Information in paper form may be retained by the Legal Department of the Recipient for archival purposes.
- 3.3 This Agreement shall not grant the Recipient any interest, right or license in relation to any intellectual property rights of the Provider except the right to the Confidential Information disclosed by the other party solely for the Purpose.

- 3.4 The Recipient shall not transfer or assign any of their obligations or rights under this Agreement without the prior written consent of the Provider.
- 3.5 The Recipient shall not make any inventions or improvements based on or using the Confidential Information disclosed by the Provider. In the event any such invention or improvement is made, the Recipient shall assign all rights in them to the Provider.
- 3.6 The Recipient shall not use the Confidential Information given by the Provider either directly or indirectly to secure a financial benefit to itself or a financial disbenefit to the Provider.
- 3.7 Any dispute arising out of or in connection with this Agreement that cannot be resolved through negotiation, including any question regarding its performance, validity or termination, shall be adjudicated in the courts of the Ghana.
- 3.8 This Agreement shall be governed by and construed in accordance with the laws of the Ghana. The Courts of Ghana will have exclusive jurisdiction to deal with any dispute which arises or may arise out of, or in connection with, this Agreement.
- 3.9 This Agreement shall in signed in duplicates, each of which shall be considered an original and both of which duly executed represent one entire document and shall enter into force and effect on the date on which it is duly signed by the Parties.
- 3.10 This Agreement may be amended by the mutual consent of authorised representatives of both Parties.
- 3.11 The provisions of this Agreement shall survive its termination or expiration for a period of five (5) years.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated above.

**FOR AND ON BEHALF OF THE
UNIVERSITY OF GHANA**

**FOR AND ON BEHALF OF THE
*[INSERT NAME OF OTHER PARTY]***

Name:

Name:.....

Position:.....

Position:.....

Signature:

Signature:.....

Date:.....

Date:.....

WITNESS

Name:

Name:.....

Position:.....

Position:.....

Signature:

Signature:.....

Date:.....

Date:.....