



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT WITH THE AGRICULTURAL RESEARCH COUNCIL

PREAMBLE

The ARC possesses valuable proprietary technology, technical and economic information at its own sites or facilities of operation, the ARC needs to protect this with a confidentiality and non-disclosure agreement when the sites or facilities are visited by a non-employee.

Site or facility to be visited:

Campus or business division to which the site or facility belongs:

Period of time the visitor/collaborator will be exposed to the ARC information:

1. Definitions:

- 1.1 "Agreement" means this Confidentiality and Non-Disclosure Agreement;
- 1.2 "ARC" shall refer to Agricultural Research Council where the Visitor/Collaborator is hosted;
- 1.3 "Secret and Confidential" means, without limiting the generality thereof, any Secret and Confidential information, including (but not limited to) information relating to:
 - 1.3.1 marketing and business plans and strategies;
 - 1.3.2 research and development strategies and techniques of each party;
 - 1.3.3 customers, potential customers and business associates;
 - 1.3.4 Secret and Confidential intellectual property including discoveries, inventions, designs, processes, know-how, research, works of authorship, computer software, databases, trade or business names, domain names, patents and patent applications, trademarks and trade mark applications, plant breeder's rights (pending applications and registered rights), rights (registered or unregistered and applications for same) in any design, copyright (including rights in computer software and typography rights), Secret and Confidential proprietary knowledge and information and any rights protecting same;
 - 1.3.5 trade secrets, including but not limited to contractual arrangements between each party and its business associates, financial details between each party and its business associates; and
 - 1.3.6 matters which relate to the business of either party and in respect of which, information is not readily available in the ordinary course of business to a

competitor of the parties, which information may be made or become available to the other party or any other personnel thereof pursuant to this agreement but excluding information which:

1.3.6.1 is lawfully in the public domain at the time of disclosure or communication to the other party; or

1.3.6.2 subsequently becomes lawfully part of the public domain by publication or otherwise other than by the negligence or default of such other party; or

1.3.6.3 is subsequently provided to either party by a person who has not obtained such information from the other party, provided that in any case, such information was not obtained illegally or disclosed by any person in breach of any undertaking or duty as to confidentiality whether express or implied; or

1.3.6.4 is obliged to be produced under an order of a court or government agency of competent jurisdiction;

1.3.6.5 provided that Secret and Confidential Information disclosed pursuant to this agreement shall not be deemed to be within the foregoing merely because such Secret and Confidential Information is embraced by more general information in the public domain.

1.4 "Parties" means the Visitor/Collaborator and the ARC (hereinafter Referred to as the "Parties" and the visitor/collaborator individually referred to as the "Party").

1.5 "Project" means a research project where the Parties are involved.

2. The Party acknowledges that by virtue of his/her involvement or association with the ARC or visiting the ARC; have access to Secret and Confidential information, and as thus the Party hereby undertakes:

2.1 to keep the Secret and Confidential information secret and confidential;

2.2 to make use of the Secret and Confidential information acquired therein, only for the purpose which it is communicated to the Party and for so long as the ARC so authorises for the use of such work by the Party;

2.3 not to disclose to any person, firm or company any part of the Secret and Confidential information acquired by the Party, except to the limited extent that it may be necessary and only as required or authorised by the ARC to disclose;

2.4 not to remove from the premises of customers, suppliers and financiers involved in the Project any papers, tables, computations, formulae, work books, reports, memoranda, correspondence, and the like, relating to the business of the customer, supplier or financier involved in the Project except with prior written permission of the ARC;

2.5 not to photograph, videotape, or otherwise make any record of or preserve any Secret and Confidential Information to which he/she may be given access during the visit without the ARC's consent;

2.6 to use any information relating to the outcome from the visit/collaboration with consent from the Parties; and

2.7 to render every assistance and to execute promptly all papers, forms or documents required to secure the filing of patent and/or design and/or copyright applications in other countries in the name of the ARC, following any outcome which requires intellectual property protection.

3. No intellectual property rights are granted to the Visitor/Collaborator under this agreement.
4. Any violation of the obligations of this Agreement will be resolved in accordance with the laws of South Africa.
5. The Party acknowledges that he/she has read this Agreement, understands it and agrees to be bound hereby.
6. The obligations in terms of this Agreement are binding during the visit or collaboration and will remain binding thereafter.
7. The Party agrees to the following condition: the ARC cannot be held responsible for any injury or loss sustained by the persons or vehicle/s admitted to the ARC premises.

8. Signatures

VISITOR/COLLABORATOR:

Name: _____

Designation _____ **at** _____ **the**
Institution: _____

Institution: _____

Address at the Institution: _____

Signed at _____ **on this** _____ **Day of** _____ **20**__.

who warrants that he/she is duly
authorized hereto

AS WITNESS: ARC Host Researcher/Representative

Name: _____

Designation: _____

Campus or Programme: _____

Signed at _____ **on this** _____ **Day of** _____ **20**__.

who warrants that he/she is duly
authorised hereto