

## **CONFIDENTIALITY AGREEMENT FOR BREAKTHROUGH CANCER RESEARCH FUNDED GRANTS**

**BREAKTHROUGH CANCER RESEARCH** is a company incorporated under the laws of Ireland, with registered number 496464, having its registered office at Glenlee, Western Road, Cork (“**Breakthrough**”).

The Recipient has consented to participate in a **Peer Review** for Breakthrough, pursuant to which the Recipient will have access to Confidential Information (as defined below).

**NOW IT IS AGREED** as follows by the Recipient (in consideration of the payment to him/her of the sum of €1.00, and for other good and valuable consideration, the receipt and sufficiency of all of which is acknowledged by the Recipient):

1. The Recipient agrees at all times during his/her work/consultation with Breakthrough and thereafter:
  - (a) to keep all Information confidential;
  - (b) not, without the prior written consent of Breakthrough, to use, disclose or copy any of the Confidential Information other than as necessary for the proper performance of the Recipient’s duties to Breakthrough;
  - (c) not to use the Confidential Information in any way detrimental to Breakthrough; and
  - (d) to use, manage and process Personal Data (as defined below) in compliance with Breakthrough’s data protection policy and procedures and instructions.
  
2. For the purpose of this Agreement:

“**Affiliate**” means, in relation to a person, any other person which controls, is controlled by or is under common control with that first person; and for this purpose “control” means possession of the power to direct or cause the direction of the management and policies of a person whether by membership, ownership, contract or otherwise;

“**Confidential Information**” means any and all information of Breakthrough or its Affiliates, which is disclosed to the Recipient, either directly or indirectly and/or to which the Recipient has access, whether in oral, written or electronic form or by way of model or in other tangible form and whether before, on or after the date of this Agreement and shall include (without limitation): (i) data, processes and information relating to commercial activities, projects and strategies of Breakthrough or its Affiliates; (ii) information relating to the business affairs, finances and activities of Breakthrough or its Affiliates, donors and benefactors; (iii) information and data relating to donations and bequests made to Breakthrough, including the names and other details of Breakthrough’s donors and benefactors and the amounts of such donations and bequests; (iv) Personal Data; and (v) any other information not in the public domain

which, if misused or disclosed, could reasonably be expected to adversely affect Breakthrough; save that Confidential Information shall not include information that:

- (i) was, at the time of receipt by the Recipient, in the public domain; or
- (ii) has, after receipt by the Recipient, entered the public domain, through no act or omission of the Recipient; and

**“Personal Data”** means information relating to a living individual who is or can be identified from automated and/or manual data in the possession of Breakthrough.

3. The Recipient undertakes to report to Breakthrough any activities by any individual or entity that the Recipient suspects may compromise the confidentiality of the Confidential Information or the security and confidentiality of the Personal Data.
4. The Recipient agrees that if his/her work/consultation is converted into paid employment by Breakthrough, his/her obligations under Agreement shall continue in full force and effect.
5. The Recipient agrees that during the term of his/her work/consultation with Breakthrough, he/she will not engage in any other employment, occupation, internship, consultancy or other activity directly related to the commercial activities of Breakthrough and shall not engage in any other activities that conflict with his/her obligations to Breakthrough.
6. The Recipient acknowledges and agrees that as between him/her and Breakthrough all rights, title and interest in and to the Confidential Information vests in and shall remain vested exclusively in Breakthrough. Nothing in this Agreement shall be construed so as: (i) to grant the Recipient any licence or rights other than as expressly set out in this Agreement in respect of the Confidential Information; nor (ii) to require Breakthrough to disclose any Confidential Information to the Recipient.
7. If the Recipient breaches or violates any of the provisions of this Agreement, the Recipient agrees that damages can in no way compensate therefor and that injunctive relief is reasonable and essential to safeguard the legitimate interests of Breakthrough. Accordingly, the parties hereby agree and declare that, (in addition to any other remedies afforded by a court of equity) injunctive relief may be obtained by Breakthrough.
8. Without prejudice to the provisions of the preceding clause, the Recipient shall indemnify Breakthrough on demand against all losses and costs which may be suffered or incurred by Breakthrough arising directly or indirectly out of any breach by the Recipient of its obligations under Clause 1.
9. Breakthrough reserves its right to withdraw the Confidential Information from the Recipient at any time. Accordingly, the Recipient will promptly redeliver to Breakthrough, on demand at any time, all of the Confidential Information, and will not retain any copies, extracts or other reproductions or derivatives of any of the Confidential Information.

10. At the end of the Recipient's work/consultation with Breakthrough and otherwise at the request of Breakthrough at any time, the Recipient shall deliver (or, if requested by Breakthrough, destroy) all documents, memoranda, notes and other writings whatsoever prepared by the Recipient based on, or arising from, or in connection with, the Confidential Information (and, if Breakthrough requests destruction of such documents the Recipient shall provide to Breakthrough certification of that destruction, signed by the Recipient).
11. This Agreement is governed by, and shall be construed in accordance with, the laws of Ireland.
12. The Irish courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and the parties submit to the exclusive jurisdiction of the Irish courts for that purpose.
13. Each of the rights of Breakthrough under this Agreement may be exercised as often as is necessary, is cumulative and not exclusive of any other rights which it may have under this Agreement, law or otherwise; and may be waived only in writing and specifically. Delay by Breakthrough in exercising, or the non-exercise by it of, any such right will not constitute a waiver of that right.
14. If one or more of the provisions of this Agreement are deemed void by law, then the remaining provisions shall continue in full force and effect.

**IN WITNESS OF WHICH**, this Agreement has been duly executed by the Parties.