

# Qatar University

## CONFIDENTIALITY UNDERTAKING

I hereby acknowledge that during our mutual business relationship Qatar University ("QU") may make certain information available to me. I acknowledge that this information may have inherent value, both economic and otherwise, and that disclosure thereof could result in economic loss to QU or economic gains to others who could potentially profit by disclosure.

I therefore agree and represent as follows:

### 1. MY UNDERTAKING

- 1.1. At all times during the term of my business relationship and interaction with QU and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of QU's Confidential Information (defined below), except as such disclosure, use or publication may be required in connection with my services to QU, or unless an authorized QU personnel expressly authorizes such in writing.
- 1.2. I will use my best endeavors to prevent the use or disclosure of Confidential Information by third parties. I will not discuss the Confidential Information with anyone, unless I have been expressly authorized to do so by an authorized personnel of QU;
- 1.3. The term "Confidential Information" shall, by way of illustration but not limitation, mean the following:
  - (a) lists and contact details of third parties, and details of contracts with third parties and/or of their requirements;
  - (b) business plans and policies, marketing strategies, sales reports and research results;
  - (c) lists and contact details of suppliers, and details of contracts with suppliers;
  - (d) financial reports, budgets, trading statements and pricing lists, pricing structures and/or pricing strategies;
  - (e) technical information and know-how relating to the processes and operations devised, owned or used by QU which is not in the public domain including, but not limited to, unpublished inventions, designs, computer programs, research activities, formulae and ideas;
  - (f) source codes and computer systems;
  - (g) personnel information, including the identity of employees, officers, and consultants employed or engaged by QU, or any other professional information regarding such personnel;

- (h) any and all other information acquired and recorded through research, scholarly work and investigation in whatever form or medium; and
- (i) any document marked "confidential" (or similar), or any information which I have been told is confidential or which I might reasonably expect QU would regard as confidential.

## **2. ASSIGNMENT OF PROPRIETARY RIGHTS**

- 2.1. I hereby assign to QU all my right, title and interest in and to any and all patent rights, copyrights, mask work rights, trademarks, trade secret rights, inventions and all other rights throughout the world in connection therewith, and the goodwill associated with all of the foregoing, whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my services to QU (collectively, "Proprietary Rights").
- 2.2. I agree, upon request and at any time, to execute, verify and deliver assignments of the Proprietary Rights to QU or its designee.
- 2.3. I agree that QU may , at any time, require me to sign any assignment agreements, the form of which may be chosen by QU from time to time, to assign to QU any Proprietary Rights and I hereby appoint QU my attorney-in-fact with respect to the Proprietary Rights for the purpose of effecting any or all of QU's rights to and use of the Proprietary Rights.

## **3. FURTHER ASSURANCES**

- 3.1. I will assist QU in every proper way to obtain and enforce all Proprietary Rights in any and all countries.
- 3.2. My obligation to assist QU with respect to Proprietary Rights in any and all countries shall continue beyond the termination of my consultancy or services to QU, but QU shall compensate me at a reasonable rate after such termination for the time actually spent by me at QU's request on such assistance.

## **4. WAIVER OF CLAIMS**

- 4.1. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned by me to QU pursuant to this Confidentiality Undertaking (the "Undertaking").
- 4.2. I unconditionally waive all moral rights I may have in respect of Proprietary Rights.
- 4.3. No waiver by QU of any breach of this Undertaking shall be a waiver of any preceding or succeeding breach. No waiver by QU of any right under this Undertaking shall be construed as a waiver of any other right. QU shall not be required to give notice to enforce strict adherence to all terms of this Undertaking.

## **5. OBLIGATION TO KEEP QU INFORMED**

During the period of my consultancy or services to QU, I will promptly disclose all Proprietary Rights to QU fully and in writing and will hold such Proprietary Rights in trust for the sole right and benefit of QU. In addition, after termination of my consultancy or services to QU, I will promptly disclose all patent applications filed by me within a year after termination of my consultancy or services with QU.

## **6. NO IMPROPER USE OF MATERIALS**

During my consultancy or services to QU, I will not improperly use or disclose any Confidential Information or trade secrets, if any, of any former employer or client or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of QU any unpublished documents or any property belonging to any former employer, client or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer, client or person.

## **7. NO CONFLICTING OBLIGATION; NO MISREPRESENTATION**

I represent that my performance of all the terms of this Undertaking and my performance of my duties or services as a consultant or contractor of QU do not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my consultancy or services to QU. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith. I further agree that I will not misrepresent in any manner, my title or the nature of my current role and responsibilities at QU to any potential or future employer or client.

## **8. RETURN OF DOCUMENTS**

When the term of my consultancy or contract or services with QU is terminated or expires, I will deliver to QU any and all drawings, notes, memoranda, specifications, devices, formulas, molecules, cells, storage media, including software, documents and computer printouts, together with all copies thereof, and any other material containing or disclosing any inventions or Proprietary Rights, third party information or proprietary information of QU. I further agree that any property situated on QU's premises and owned by QU, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by QU personnel at any time with or without notice.

## **9. CONFIDENTIALITY OF THE UNDERTAKING**

I represent that I will keep the terms of this Undertaking confidential and will not disclose them without the written prior consent of QU.

## **10. CONSEQUENCES OF BREACH**

I understand that a breach of this Undertaking may result in the termination of my consultancy, contract or services and that QU reserves the right to take legal action against me, including but not limited to pursuing civil remedies to seek damages for any loss arising out of my actions.

**11. GENERAL PROVISIONS**

**11.1. GOVERNING LAW**

This Undertaking shall be governed in accordance with the laws of the State of Qatar.

**11.2. DISPUTE RESOLUTION**

In case of any dispute hereunder, the parties will submit to the exclusive jurisdiction of the Courts of the State of Qatar.

**11.3. SEVERABILITY**

If at any time any provision of this Undertaking is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or

unenforceability will not affect the other provisions of this Undertaking which will remain in full force and effect.

**11.4. SURVIVAL**

The provisions of this Undertaking shall survive the termination of my consultancy, contract or services and the assignment of this Undertaking by QU to any successor in interest or other assignee.

**11.5. CONSULTANCY/SERVICES**

I agree and understand that nothing in this Undertaking shall confer on me any right with respect to continuation of my services or contract with QU, nor shall it interfere in any way with my right or QU's right to terminate my consultancy, contract or services at any time, with or without cause.

This Undertaking shall be effective as of the date of my signature below.

**I UNDERSTAND THAT THIS UNDERTAKING AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY CONSULTANCY/CONTRACT OR SERVICES WITH QU, AND RESTRICTS MY RIGHTS TO DISCLOSE QU'S CONFIDENTIAL INFORMATION AT ANY TIME AFTER THE SIGNATURE OF THIS UNDERTAKING.**

**I HAVE READ THIS UNDERTAKING CAREFULLY AND UNDERSTAND ITS TERMS.**

**[NAME]**

Signature:

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Dated:

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