

**CONFIDENTIALITY AGREEMENT WITHIN THE FRAMEWORK OF PRE-
CONTRACTUAL NEGOTIATIONS**

This contract constitutes a standard contract, written in general terms, by the law firm of Philippe & Partners. This basic model should be completed to correspond to the specifics of the contractual relationship to be instituted. The law firm of Philippe & Partners can adapt this model in individual cases. In other cases, the liability of the aforementioned law office cannot be engaged.

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BETWEEN THE UNDERSIGNED:

X, company [legal form], which has its registered office situated at [address of registered office], registered with [...], under the number [...], validly represented by
..... in his/her capacity as

Hereafter referred to as the **“Proprietor”**,

ON THE ONE HAND

AND

Y, company [legal form], which has its registered office situated at [address of registered office], registered with [...], under the number [...], validly represented by (...) in his/her capacity as (...).

Hereafter referred to as the **“Beneficiary”**

ON THE OTHER HAND

The companies X and Y will be hereafter individually referred to as the **“Party”** and collectively as the **“Parties.”**

1. Definitions

- **Confidential Information ["Information"]:** this term includes all information, of whatever nature, given by one Party to the other Party, during contractual negotiations, verbally, in writing or electronically mentioning that it is confidential or could reasonably be considered to be. Confidential Information does not include information which (a) is currently freely known to the public; (b) is developed in an independent manner by the Party without using any confidential information; (c) is already known by the Party before the revelation of this information; (d) is subsequently obtained by the Party through a third party without violation of the obligation of confidentiality.
- **Notification:** document written and sent by a means of communication assuring proof, as well as the date, of the reception of the letter;
- (...)

2. Objet

The object of this Contract is to establish the terms and conditions pursuant to which the Parties will respect the confidentiality of Information exchanged between them in the frame-work of pre-contractual negotiations.

3. Termination and Duration of the Obligation of Confidentiality

3.1 The Beneficiary commits itself to keep strictly confidential the entirety of the Information obtained from the Proprietor. In this regard, the Beneficiary cannot divulge, in any way, the Information received from the Proprietor to a third party.

3.2 The Beneficiary commits itself to limit access to the Information to its employees and to its co-contracting parties who participate directly and actively in the negotiations. The Beneficiary, its employees and its co-contracting parties cannot use this Information to ends other than those in this Contract:

3.3 The Beneficiary has (time period) to study and analyse the Information received. Once this time elapses, the Beneficiary must notify the Proprietor of its will to continue or not the pre-contractual negotiations.

3.4 In the event that it does not wish to continue the negotiations, the Beneficiary must return the Information received in the course of negotiations as well as the copies of this Information it has in its possession. The Beneficiary must also return all the written documents which were tied to the Information even if they do not correspond to the Information.

3.5 The obligation of confidentiality shall endure for a period of (...) years, unless otherwise agreed by the Parties, as of the date of the revelation of the Information, even after the expiration of the Contract.

4. Intellectual Property

All intellectual property rights, of whatever nature, which are used in the framework of negotiations, remain the property of the Party which transmitted them.

5. Violations of the Contract

5.1 In case of non-performance by either Party of its obligations, the other Party can immediately put an end to the pre-contractual negotiations and has a right to demand damages, of a lump sum of (500.000) Euros.

5.2 Option A. Additionally, in the event that the obligation of confidentiality of Information is not respected, the injured Party could introduce a referee (pre-arbitral) to immediately stop the disclosure of Information.

Option B. Additionally, in the event that the obligation of confidentiality of Information is not respected, the injured Party could introduce a procedure of summary judgment before the court of (...).

6. Force Majeure

6.1 This term includes unpredictable and unstoppable events, independent of the will of either of the Parties, having the consequence of preventing the performance of obligations under this Contract. Among the events found in this definition are notably: war; riots; insurrections; strikes; fires; floods; earthquakes; storms; (...). In contrast, the following events are not part of the definition of force majeure: (...).

6.2 No Party will be held responsible for the failure or non-observation as well as breach of the Contract if it was caused by a case of force majeure. The affected Party must give proof of the existence of the case of force majeure as well as its effects.

6.3 In case such an event produces itself, the Party which is unable to accomplish its obligations must notify the other Party, as quickly as possible, and at most (15) days later, of the nature, of the expected duration as well as of the consequences of this event and, lastly, the end of this event. The affected Party shall inform the other Party of the evolution of the event or of the circumstances constituting the case of force majeure.

6.4 The affected Party cannot be held responsible for the failure, non-observance, or breach of the Contract but it does not receive a revision of the grace period within which it must perform its mission if it proves that it nevertheless would have exceeded this grace period even in the absence of the case of force majeure.

6.5 If the failure, the non-observance or the breach of this Contract is due to a case of force majeure lasting longer than (30) days, the other Party can, at anytime, terminate the Contract, by means of a Notification addressed to the Party affected and specifying the exact date of termination.

7. Miscellaneous

7.1 Legal Enforceability

This Contract legally binds the Parties and draws out the benefits of these Parties, and their heirs, their successors or their named designees.

7.2 Partial Invalidity

If one of the clauses or provisions of this Contract is revealed to be void or unenforceable by reason of the application of a law or a rule [or decision made] by a [judge], the Contract will not automatically be considered void.

In this event, the Contract will be interpreted as limited by the application of this clause or provision to the measures which are necessary in order to make the Contract valid and applicable, or inasmuch as the competent jurisdiction considers that such a limitation cannot be made to work, this Contract will be interpreted and performed as if this illegal and inapplicable clause was never contained in the Contract.

7.3 No Waiver

The fact that one Party has not requested compliance with or has neglected to comply with one of the provisions of this Contract does not mean that this Party has renounced the rights that it had possessed within the framework of this Contract.

Furthermore, this occurrence does not affect the validity in whole or in part of this Contract and will not compromise the exercise of the rights of the Party to take appropriate action.

7.4 Survival

In the event of termination or cancellation of this Contract, all the rights and obligations arising herein which, by their nature, must continue to produce their effects after the end of the Contract, including but not limited to those listed in Article 3, remain in effect and survive such a termination or cancellation.

7.5 Complete Agreement

The Parties consider that this signed Contract is reputed to contain the whole of their commitments, rights and obligations under the title of the contemplated transaction. Therefore, all the documents signed during negotiations between the Parties as well as other contracts signed between the same Parties are replaced by this Contract.

7.6 Communication

All letters, E-mails, confirmations, invoices, payments, correspondence and other communication related to this Contract must be registered, certified or sent by post, by fax, by E-mail to the addresses mentioned at the beginning of the Contract. They will be considered effective if their reception can be established.

Any change of address shall be communicated to the other Party. In the absence of such notification, the other Party can validly continue to send all letters, E-mails, confirmations, invoices, payments, correspondence and other related communications to the current Contract to the initial address.

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