

## Confidentiality Disclosure Agreement

### PREAMBLE

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, by and

BETWEEN

The Canada-Israel Industrial Research and Development Foundation  
(hereinafter referred to as "the Foundation")

AND

(Israeli Company)

AND

(Canadian Company)

(hereinafter referred to collectively as the "Proposer")

WHEREAS the Proposer intends to submit to the Foundation its Proposal for the development of a technology or product (herein, the "Innovation") together with its request for certain funding by the Foundation of the work; and

WHEREAS such Proposal and subsequent data disclosures in the course of the work, if financed, may contain proprietary or commercial confidential information (herein, "Information").

Now therefore the parties hereto agree as follows:

1. The Proposer shall disclose the information to the Foundation only in accordance with the regulations and requirements of the Foundation and in the form prescribed.
2. The Foundation agrees to use its best efforts to maintain the confidentiality of information so given and to make disclosure and use such information only for purposes of evaluating the Proposal in accordance with Foundation practices and procedures or as may further be agreed in a Funding Agreement between the parties. In no event, however, shall the Foundation be liable for inadvertent disclosure.
3. Information as to which the Proposer claims proprietary rights or which he deems to be commercially confidential shall be clearly identified as such in any submission by appropriate legend on the cover page and on each page on which such information appears.
  - 3.1. Unless the Proposer otherwise formally requests, such information may be incorporated in, and become part of, any award or grant instrument.

- 3.2.** The Foundation shall not be liable on account of disclosure of any information unless the Foundation's conduct shall constitute a deliberate appropriation of Proposer's proprietary rights.
- 4.** The Foundation's obligations pursuant to Sections 2 and 3 above shall expire three years following the execution of this Agreement or expiration of the period of any Funding Agreement between the parties, whichever is later.
- 5.** This Agreement shall not apply to any part of the information:
  - 5.1.** which has become, or becomes, part of the public domain or is publicly disclosed other than through the fault of the Foundation; or
  - 5.2.** which was in possession of the Foundation or available to it from a public source prior to its disclosure by Proposer; or
  - 5.3.** which is subsequently made available to the Foundation by a third party not under any confidentiality obligation to the Proposer.
- 6.** This Agreement is made in Canada and shall be governed by the laws of Canada.

Signed the day and date above first given

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President of CIIRDF

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(for the Israeli Company)

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(for the Canadian Company)