



保密协议

甲方： 广东以色列理工学院

乙方：

鉴于双方就 _____ 合作项目的实施以及合作过程中，披露方已经或即将向另一方提供有关保密信息，且该保密信息属披露方合法所有；双方均同意对本协议所述保密信息予以有效保护，经双方协商一致，同意签订以下协议：

1. 保密信息

本合同提及的保密信息，包括但不限于：技术方案、工程设计、电路设计、制造方法、配方、工艺流程、技术指标、计算机软件、数据库、源代码、集成电路设计版图数据、研究开发记录、技术报告、检测报告、实验数据、试验结果、图纸、样品、样机、模型、模具、操作手册、技术文档、程序、公式、编排、系统、技术手段、发明创造、专利、商标、机器设备、编码、各类业务计划、合作关系、任何性质的业务记录、客户资料、价格数据、项目记录、货物供应、员工名单、业务手册、采购资料、财务资料、进货渠道等。

2. 秘密来源

接收方从披露方（或其关联实体）获得的与项目有关或因项目产生的任何商业、营销、技术、运营数据或其他性质的资料，无论以何种形式或载于何种载体，无论在披露时是否以口头、图像或以书面方式表明其具有保密性。

3. 保密义务

对披露方的保密信息，接收方在此同意：

3.1 严守机密，并采取所有保密措施和制度保护该秘密（包括但不限于接收方为保护其自有保密信息所采用的措施和制度）；

3.2 未经对方许可，不泄露任何保密信息给任何第三方；

3.3 除用于履行与对方的合同之外，未经对方许可，任何时候均不得利用该秘密；

3.4 除为履行与该项目的合作外不复制或转储存该保密信息，且任何情况下都不通过反向工程使用该秘密；

3.5 接收方应当保证其雇员及为实现合作目的而聘请的有关人员遵守本协议规定的保密义务，并为上述人员违反义务的后果负责；

4. 知识产权

披露方向接收方披露的任何保密信息并不能视为对接收方实施了任何形式的知识产权许可，接收方亦不得利用披露方的保密信息以任何形式在任何国家、地区申请知识产权。本条款所述知识产权包括但不限于著作权、商标权、专利权、工业设计等。



5. 例外约定

披露方同意第 1 条所述保密信息不适用于下述情形：

- 5.1 在签署本协议之时或之前，该保密信息已经或正在变成普通大众可以获取的资料；
- 5.2 有书面证据证明接收方从披露方获得该保密信息之前已经熟知该资料；
- 5.3 由第三方合法提供给接收方的资料；
- 5.4 未使用披露方的保密信息，由接收方独立开发出来的技术；

6. 返还信息

任何时候，只要收到披露方的书面通知，接收方应立即归还全部保密信息资料 and 文件，包括但不限于含有该保密信息资料的任何媒体及任何形式的副本、复印件或摘要。如果该技术资料属于不能归还的形式、或已经复制或转录到其他资料或载体中，则应当采取彻底且不可逆转的方式进行销毁或删除。

7. 保密期限

本协议自双方签署之日起成立并生效，至甲乙双方合作项目结束之日起 3 年或本协议签订之日起 5 年止，以在后时间为具体终止时间。

8. 违约责任

8.1 发生以下情况时接收方应承担违约责任：

- (1) 由于接收方的保管不善等原因，造成保密信息的丢失、被盗、或以其他任何形式为公众所知晓的；
- (2) 接收方及其雇员、为实现合作目的而聘请的有关人员等未经披露方的同意擅自向第三方泄露的；
- (3) 出现保密信息泄漏的情况后，接收方未及时通知披露方，对披露方造成损失的；
- (4) 前述合作项目因任何原因终结后，接收方未经披露方同意擅自留存并使用该保密信息的；

8.2 出现第 7 条所述情况时，接收方应立即停止其行为或采取措施避免损失的扩大，因此对披露方造成损失的接收方应承担违约责任，接收方应向披露方支付违约金和损害赔偿，具体数额由双方协商确定。

8.3 披露方因主张接收方的违约行为而支付的合理费用均由接收方承担，包括但不限于：仲裁费、律师费、差旅费及调查取证的费用等。

9. 不可抗力

由于地震、水灾、火灾或政策变化等人力不能预见、不能避免、不能抗拒的原因，导致甲乙双方或乙方不能履行或不能完全履行本协议项下的有关义务时，甲乙双方互相不承担违约责任；在不可抗力影响消除后的合理时间内，一方或甲乙双方应当继续履行本协议。



10. 争议解决

本协议适用中华人民共和国法律；合作双方如因履行本协议而发生争议，双方应友好协商解决。若协商、调解不成，提交汕头市仲裁委员会仲裁；

11. 其他

本协议具有独立性，无论双方最终是否达成、履行、终止合作协议或合作关系，均对双方具有法律约束力。本协议的各条款之间的效力独立，部分条款无效的，不影响其他条款的效力。

本协议一式两份，双方各执一份，具有同等的法律效力。

甲方：广东以色列理工学院（盖章）

乙方：XXX 公司（盖章）

项目负责人（签字）：_____ 项目负责人（签字）：_____

日 期：_____

日 期：_____



CONFIDENTIALITY AGREEMENT

Party A: Guangdong Technion-Israel Institute of Technology

Party B:

In view of the fact that both parties have provided or are about to provide the other party with relevant confidential information during the implementation of the cooperation project _____ and the cooperation process, and the confidential information is legally owned by the disclosing party; both parties agree to effectively protect the confidential information described in this agreement. By consensus, agreed to sign the following agreement:

1. Confidential Information

The confidential information mentioned in this contract includes but is not limited to: technical solutions, engineering designs, circuit designs, manufacturing methods, formulas, technological processes, technical indicators, computer software, databases, source codes, integrated circuit design layout data, research and development records, technical reports, test reports, experimental data, test results, drawings, samples, prototypes, models, molds, operation manuals, technical documents, programs, formulas, arrangements, systems, technical means, inventions, patents, trademarks, machinery and equipment, Coding, various business plans, partnerships, business records of any nature, customer information, price data, project records, supply of goods, employee lists, business manuals, purchasing information, financial information, purchase channels, etc.

2. Secret Sources

Any information of a commercial, marketing, technical, operational data or other nature obtained by the Receiving Party from the Disclosing Party (or its Affiliate Entity) in relation to or arising out of the Project, in whatever form or Whether disclosure is orally, graphically, or in writing that it is confidential.

3. Confidentiality Obligations

With respect to the Disclosing Party's Confidential Information, the Receiving Party hereby undertakes to:

3.1 Strictly keep secrets and take all confidentiality measures and systems to protect the secrets (including but not limited to the measures and systems adopted by the recipient to protect its own confidential information);

3.2 Not to disclose any confidential information to any third party without the permission of the disclosing party;



3.3 Except for the purpose of project cooperation, the secret shall not be used at any time without the permission of the disclosing party;

3.4 Do not copy or transfer the confidential information except to perform cooperation with the project, and under no circumstances use the confidential information through reverse engineering;

3.5 The receiving party shall ensure that its employees and relevant personnel hired for the purpose of cooperation abide by the confidentiality obligations stipulated in this agreement, and bear legal responsibility for the consequences of the above-mentioned personnel's breach of obligations;

4. Intellectual Property

Any confidential information disclosed by the Disclosing Party to the Receiving Party shall not be deemed to have implemented any form of intellectual property license to the Receiving Party, and the receiving Party shall not use the Disclosing Party's confidential information to declare intellectual property rights in any country or region in any form. The intellectual property rights described in this clause include but are not limited to copyrights, trademarks, patents, industrial designs, etc.

5. Exceptions

The Disclosing Party agrees that the Confidential Information described in Section 1 shall not apply to the following situations:

5.1 At or before the time of signing this Agreement, the Confidential Information has or is becoming available to the general public;

5.2 There is documentary evidence that the receiving party is familiar with the information before obtaining the confidential information from the disclosing party;

5.3 Information legally provided to recipients by third parties;

5.4 The technology independently developed by the recipient without using the confidential information of the disclosing party;

6. Information Return

At any time, upon receipt of written notice from the disclosing party, the receiving party shall immediately return all confidential information materials and documents, including but not limited to any media containing such confidential information materials and any form of copies, copies or abstracts. If the technical data is in a form that cannot be returned, or has been copied or transcribed into other data or carriers, it shall be destroyed or deleted in a complete and irreversible manner.



7. Confidentiality Period

This agreement is established and takes effect from the date of signing by both parties, until 3 years from the date of the end of the cooperation project between Party A and Party B or 5 years from the date of signing this agreement, whichever is later as the specific termination time.

8. Liability for Breach of Contract

8.1 The recipient shall be liable for breach of contract when the following circumstances occur:

- (1) Confidential information is lost, stolen, or known to the public in any other form due to improper storage by the recipient, etc.;
- (2) The receiving party and its employees, relevant personnel hired for the purpose of cooperation, etc., have been disclosed to third parties without the consent of the disclosing party;
- (3) After the confidential information is leaked, the receiving party fails to notify the disclosing party in a timely manner, causing losses to the disclosing party;
- (4) After the aforementioned cooperation project is terminated for any reason, the receiving party retains and uses the confidential information without the consent of the disclosing party;

8.2 When the situation described in Article 8.1 occurs, the receiving party shall immediately stop its actions or take measures to avoid the expansion of losses. Therefore, the receiving party that causes losses to the disclosing party shall be liable for breach of contract, and the receiving party shall pay liquidated damages and damages to the disclosing party. The specific amount of compensation shall be determined through negotiation between the two parties.

8.3 The reasonable expenses paid by the disclosing party for claiming the breach of contract by the receiving party shall be borne by the receiving party, including but not limited to: arbitration fees, attorney fees, travel expenses and expenses for investigation and evidence collection.

9. Force Majeure

If due to reasons such as earthquakes, floods, fires or policy changes that cannot be foreseen, unavoidable or irresistible by manpower, either Party A or Party B cannot perform or fully perform the relevant obligations under this Agreement, both Parties shall not be liable for breach of contract; This Agreement shall continue to be performed within a reasonable time after the force majeure has been eliminated.



10. Dispute Resolution

This agreement is governed by the laws of the People's Republic of China; if there is a dispute between the two parties due to the performance of this agreement, the two parties shall resolve it through friendly negotiation. If negotiation and mediation fail, submit to Shantou Arbitration Commission for arbitration;

11. Others

This agreement is independent and is legally binding on both parties regardless of whether the two parties finally reach, perform, or terminate the cooperation agreement or cooperation relationship. The validity of each clause of this agreement is independent, and if some clauses are invalid, it does not affect the validity of other clauses.

This agreement is made in two copies, each party holds one copy, which has the same legal effect.

Party A : Guangdong Technion
-Israel Institute of Technology
(Seal)

Party B:

(Seal)

Signature:

Signature:

Date:

Date: