

**SECRECY AGREEMENT**

This Agreement is entered into as of …… [Insert Date] (the "Effective Date") by and between **BOEHRINGER INGELHEIM KOREA**, 16F Yonsei Severance Bldg. 10, Tongil-ro, Jung-gu, Seoul, Korea (hereinafter referred to as "BOEHRINGER") and … **[name and address of partner]** (hereinafter referred to as "XXX"), each a “Party”, and collectively the “Parties”.

**Whereas**, BOEHRINGER and XXX intend to enter into discussions pertaining to … **[e.g. a possible business relationship, an in-licensing project etc]** and for the purposes of the foregoing it shall be necessary for BOEHRINGER and XXX to disclose to each other certain information which each Party considers to be of a confidential and proprietary nature;

**Now Therefore**, it is agreed as follows:

**Article 1 - Definitions**

1.1 "Affiliated Companies" shall mean any company or business entity which controls, is controlled by, or is under common control with, either XXX or BOEHRINGER. For purposes of this definition, "control" shall mean the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of an entity (other than a natural person), whether through the majority ownership of voting capital stock, by contract or otherwise;

* 1. "Confidentiality Period" shall mean the period of 5 years from the Effective Date or as long as the parties maintain (or in discussions to enter into) a business relationship, whichever comes later;
	2. "Information" shall mean all visual, oral, written and/or electronic information and data, materials or know-how relating to (i) in the case of BOEHRINGER, …. [e. g. substance], and (ii) in the case of XXX, …. [e. g. substance]; and
	3. "Purpose" shall mean the evaluation of … [e.g. the Parties' interest in a possible future collaboration with respect to the Information.].

**Article 2 – Confidentiality and non-use obligations**

2.1 Each Party agrees, for the duration of the Confidentiality Period:

1. to hold in strict confidence all Information of the other Party which has been or will be made available to it or its Affiliated Companies by the other Party or its Affiliated Companies and, subject to the provisions of this Agreement, not to disclose the Information of the other Party to any third party whatsoever. The Parties undertake to protect Information (including but not limited to patent-relevant, scientific or technical information) against unauthorized access by third parties. If Information is communicated via internet mail, use of internet mail encryption technology is compulsory (for direct communication between the Parties, BOEHRINGER provides for a suitable technology at <http://guides.boehringer-ingelheim.com/> free of charge); and
2. not to use Information of the other Party for any purpose other than the Purpose.
	1. If Information is disclosed by a Party or its Affiliated Companies other than in written or electronic form, then the other Party's obligations of confidentiality and non-use shall only apply if the Information is indicated upon disclosure as being confidential and is then summarised electronically or in writing and provided to the other Party within thirty (30) days after initial disclosure.
	2. In the course of its evaluation thereof, each Party undertakes to provide the other Party with all data and results it, its Affiliated Companies and/or consultant(s) have accumulated or created concerning the Information of the other Party and such data and results shall be deemed to be Information of the other Party to which the obligations provided for in this Agreement apply. All rights in the Information of each Party, whether it is provided to or deemed to have been provided to the other Party, including without limitation, the right to apply for intellectual property rights in its own name, are and shall remain vested exclusively in the respective Party and the other Party shall not apply for such rights. However, in the event of any non-separable improvements which comprise the Information of each Party, BOEHRINGER shall be the owner of such improvement, but XXX shall receive a non-exclusive, sublicensable, world-wide, royalty-free license thereon to the extent such improvement relates to XXX's Information only.
	3. Each Party further agrees that upon the other Party's written request it shall:
3. immediately return or destroy all Information of the other Party without retaining copies, except for one (1) copy which might be retained by such Party in its archives for the sole purpose of monitoring its compliance with this Agreement; and
4. immediately cease any and all work in connection with the Information of the other Party and refrain from using, either directly or indirectly, the Information of the other Party, whether provided by the other Party and/or its Affiliated Companies or accumulated or created by it, its Affiliated Companies and/or its consultant(s) in the course of its evaluation thereof.

**Article 3 – Exemptions from confidentiality and non-use obligations**

3.1 The obligations both to keep secret and not to use the Information of the other Party or parts thereof shall not apply in the event that the respective Information of the other Party or such parts thereof:

1. can be shown by written documentation to have been known to a Party or its Affiliated Companies prior to disclosure by the other Party or its Affiliated Companies; or
2. comes into the public domain by publication or otherwise through no breach of this Agreement; or
3. can be shown by written documentation to have been made known to a Party or its Affiliated Companies from another source free from any obligation of confidentiality and was not obtained either directly or indirectly from the other Party or its Affiliated Companies; or
4. can be shown by written documentation to have been independently developed or created by a Party or its Affiliated Companies without access to the Information of the other Party.
	1. Information shall not be deemed to be in the public domain merely because it may be derived from one or more items which are publicly known.

**Article 4 - Authorised disclosures**

4.1 Each Party shall not disclose Information of the other Party to any third party without the prior written consent of the other Party, except to such of its or its Affiliated Companies' responsible employees and/or consultant(s) to whom it is necessary to disclose the Information of the other Party for the Purpose. Before Information of the other Party is disclosed to such employees and/or consultant(s), each Party shall first impose confidentiality and non-use obligations on such employees and/or consultant(s) materially equivalent to those imposed on such Party under this Agreement, however, the imposition of such obligations shall not relieve such Party of its obligations hereunder.

* 1. In the event that a Party is required by law, regulation, rule, act or order of any governmental authority or agency to disclose Information of the other Party, it shall be entitled to do so provided that it shall first notify the other Party forthwith of any such required disclosure and limit such disclosure as far as possible under applicable law. Such disclosure shall, however, not relieve either Party of its other obligations contained herein.

**Article 5 - Miscellaneous**

5.1 Nothing in this Agreement shall be considered as granting any license or right under any intellectual property rights or as representing any commitment by either Party to enter into any further agreement, by implication or otherwise.

* 1. This Agreement constitutes the entire understanding of the Parties with respect to the matters contained herein, superseding all prior oral or written understandings or communications between the Parties, and it may be modified only by a written agreement signed by the Parties.
	2. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of Korea, and shall be binding upon the Parties hereto in the Republic of Korea and worldwide. The Seoul Central District Court shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

[Seoul], [place],

**Boehringer Ingelheim Korea XXX**