Mutual Non-Disclosure Agreement

Date: June 24th 2026

Schedule 1 listing:

Name: _____

Signature: _____

Name: _____

Signature: _____

Parties:

The individuals whose names and addresses are set out in Schedule 1 (together the Imperial iGEM Team 2026), each of whom enters into this agreement personally.

and

_____ **of** _____ **(name and address of the other party)**

1. Each of the parties to this Agreement intends to disclose information (the Confidential Information) to the other party for the purpose of discussing the progress and development of the project (The Purpose) .

2. Each party to this Agreement is referred to as ‘the Recipient’ when it receives or uses the confidential Information disclosed by the other party.

3. The Recipient undertakes not to use the Confidential Information disclosed by the other party for any purpose except the Purpose, without first obtaining the written agreement of the other party.

4. The Recipient undertakes to keep the Confidential Information disclosed by the other party secure and not to disclose it to any third party except to the members of the team and any advisors who have complied with the NDA, who need to know the same for the Purpose, who know they owe a duty of confidence to the other party and who are bound by obligations equivalent to those in clause 3 above and this clause 4.

5. The undertakings in clauses 3 and 4 above apply to all of the information disclosed by each of the parties to the other, regardless of the way or form in which it is disclosed or recorded but they do not apply to:

a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement);

OR

b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the other party.

OR

c): any information which the Recipient can demonstrate was independently developed by the Recipient without reference to or reliance upon the Disclosing Party's Confidential Information.

6. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority. The Recipient must provide the Discloser with prompt written notice of any such legal requirement before making the disclosure, to allow the Discloser to seek a protective order.

7. The Recipient will, on request from the other party, return all copies and records of the Confidential Information disclosed by the other party to the Recipient and will not retain any copies or records of the Confidential Information disclosed by the other party. Except that the Recipient may retain copies of Confidential Information contained in standard, automated, and secure IT archive or backup systems, which shall remain subject to the confidentiality obligations herein until destroyed in the ordinary course of business.

8. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the other party except the right to copy the Confidential Information disclosed by the other party solely for the Purpose.

9. The undertakings in clauses 3 and 4 will continue in force for 5 months from the date of this agreement

10. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Signed by _____ and _____
on behalf of the Imperial iGEM Team 2026

_____
Signature

_____Team Lead_____
Position

_____
Signature

_____Head of fundraising, Human Practices_____
Position

Signed by the other party:

Signature

Name

Position