

CONFIDENTIALITY AGREEMENT

Parties:

The Scottish Aquaculture Research Forum (SARF),
SARF, PO Box 7223, Pitlochry, Perthshire PH16 9AF, Scotland (“the Administrator”), and

The Recipient

Operative provisions:

In consideration of the disclosure to it by the Administrator of information (whether or not contained in documents) relating to **any SARF project** (“the Information”) for the purposes of evaluation (“the Purpose”) the Recipient undertakes that it will respect and preserve the confidentiality of the Information and accordingly for a period of five years after the date of such disclosure it will not without the express prior written consent of the Administrator:

- 1.1 communicate or otherwise make available the Information to any third party (other than an employee of the Recipient who requires the Information in connection with his employment and then only if the employee is bound by conditions of confidentiality no less strict than those set out in this Agreement which conditions Recipient hereby agrees to enforce at the request of the Administrator);
- 1.2 use the Information for any investigation, research, development or manufacture, other than so far as any such activity is essential for the purpose.

The above obligations shall not apply or shall cease to apply to such of the Information as the Recipient can show to the reasonable satisfaction of the Administrator:

- 2.1 has become public knowledge other than through the default of the Recipient;
- 2.2 was already known to Recipient prior to disclosure by the Administrator;
- 2.3 has been received from a third party who did not acquire it in confidence from the Administrator or from someone owing a duty of confidence to the Administrator.

The above obligations shall also apply to any sample or article incorporating or derived from the Information and whether or not provided by the Administrator (“Samples”).

The Recipient shall, at any time and if so requested by the Administrator, return to the Administrator (or if the Administrator so requests, destroy or erase) all Samples and all documents recording the Information or any of it or anything derived from the Information and whether or not provided by the Administrator.

PLEASE NOTE – AS THE RECIPIENT, BY ACCEPTING THE TASK OF REFEREEING SARF PROPOSAL(S) YOU ARE UNDERTAKING TO ABIDE BY THE PROVISIONS OF THIS CONFIDENTIALITY AGREEMENT.