

Parties:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Health, Welfare and Sport (VWS) legally represented in this matter by

(10)(2e) (10)(2e),
hereinafter referred to as: "the Minister",

and

2. Consortium: Molgen BV and Hamilton Germany GmbH and EWC Diagnostics Trade BV, herewith legally represented by (10)(2e) (Molgen BV) and (10)(2e) (Molgen BV) and (10)(2e) (Hamilton Germany GmbH) and (10)(2e) (EWC Diagnostics Trade BV)

hereinafter referred to as "Consortium". Single "Consortium" members are hereinafter also referred to as "Consortium".

1. Consortium intends to disclose Confidential information (the Confidential Information) to The Minister for the purpose of a collaboration on supplies of laboratory materials for COVID tests (the Purpose).
2. The Minister is referred to as 'the Recipient' when it receives or uses Confidential Information disclosed by the Consortium.
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 all single members of the Consortium.
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 its employees 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 Consortium to The Minister, 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 after written agreement of all single members of Consortium; 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.
6. Nothing in this agreement shall prevent the State from any disclosure required under the Freedom of information act (Wet openbaarheid van bestuur), to comply with the parliamentary right to put questions, or under a court order. No such disclosure shall constitute a default under this agreement.

the Minister commits his best effort to provide the Consortium with written notice of the required disclosure promptly upon receipt of notice of the required disclosure.
7. The Recipient will, on request from the Consortium, return all copies and records of the Confidential Information disclosed by the Consortium to the Recipient and will not retain any copies or records of the Confidential Information disclosed by the Consortium. Statutory mandatory datastorage obligation shall stay unaffected.
8. Neither this Agreement nor the supply of any information grants the Recipient any license, 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 Consortium solely for the Purpose.

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9. The confidentiality obligations will continue in force for 3 years from the date of this Agreement.
10. This Agreement is governed by, and is to be construed in accordance with, the law of the Netherlands. The Dutch Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Den Haag, date

(10)(2e) (Molgen BV)

Signature + date + place:

THE MINISTRY OF HEALTH, WELFARE
AND SPORT (VWS)

namens deze,

(10)(2e) (Molgen BV)

Signature + date + place:

Mevrouw (10)(2e) (2e)

(10)(2e)

(10)(2e) (Hamilton Germany GmbH)

Signature + date + place:

(10)(2e) (EWC Diagnostics Trade BV)

Signature + date + place:

Paraaf: