

# Non-Disclosure Agreement

This Non-Disclosure Agreement is between \_\_\_\_\_ (Company) and Amr Farouk Mamoun Abdelshafy (Abdelshafy).

This Agreement is effective on \_\_\_\_\_ (Agreement Date).

## 1. Defined Words and Phrases

- .1. In this Agreement, the meanings of each of these words and phrases are as follows:

Need-to-Know Assistants—Abdelshafy’s assistants who need to know Company’s Proprietary Information to help Abdelshafy.

Party—either Company or Abdelshafy; Parties—both Company and Abdelshafy.

Proprietary Information—non-public proprietary and confidential information or tangible materials, including, but not limited to financial information, cost, expense and production data, trade secrets, unpublished patents, trademarks, intellectual property, know how, inventions, discoveries, processes, formulae, methods, technology, planned or anticipated products or services, prototypes, customer information, equipment and technical, marketing and strategic business plans.

Third Party—any person, independent contractor, firm, company, corporation, limited liability company, partnership, trust, association or other entity or group that is not Abdelshafy or one of his Need-to-Know Assistants.

- .2. Additional defined words and phrases may be contained in specific sections.

## 3. Protection of Company’s Proprietary Information. Abdelshafy must and must require all his Need-to-Know Assistants to do all of the following:

- .1. keep all Company’s Proprietary Information received confidential;
- .2. restrict access to Company’s Proprietary Information received to his Need-to-Know Assistants and limit disclosure of this Proprietary Information to those items each assistant needs to know;
- .3. not disclose any of Company’s Proprietary Information to any Third Party without receiving Company’s written consent before making the disclosure as specified in Section 4;
- .4. not use any Proprietary Information for his own purposes unrelated to Abdelshafy’s activities with Company and as indicated in this Agreement; and
- .5. not use any Proprietary Information for any Third Party’s purposes, directly or indirectly in any manner whatsoever.

## 4. Abdelshafy’s Permitted Disclosure to Third Party. Abdelshafy may disclose Company’s Proprietary Information to a Third Party, if circumstances require or make it necessary or desirable to do so and if all of the following 4 conditions are met:

- .1. Abdelshafy has identified a proposed Third-Party recipient to Company and Company subsequently authorizes Abdelshafy, in writing, to make a disclosure after it has satisfied Sections 4.2. and 4.3.;

- .2. Before disclosing any of Company's Proprietary Information, Abdelshafy requires identified Third Party to enter into a non-disclosure agreement that contains obligations and terms as stringent as those imposed on Abdelshafy under this Agreement (Third-Party NDA);
- .3. Abdelshafy provides a copy of the executed Third-Party NDA to Company within 10 business days after the Third Party has signed it; and
- .4. Abdelshafy keeps a record of what Proprietary Information Abdelshafy has disclosed to this Third Party and makes this record available to Company on its request.

**5. Non-Disclosure and Use Exceptions.** Abdelshafy and his Need-to-Know Assistants will not have any of the obligations or disclosure or use restrictions specified in Section 3, Protection of Company's Proprietary Information, if Abdelshafy can show that information Company has disclosed meets any of the following circumstances:

- .1. Information is public or has become public without Abdelshafy disclosing it or without any Third Party breaching a non-disclosure obligation it has had to Company;
- .2. before disclosure, Abdelshafy knows or has access to the information, as evidenced by writings Abdelshafy has in his possession before Agreement Date;
- .3. Company has disclosed information to Third Parties without any disclosure or use restrictions;
- .4. Information is available independently to Abdelshafy from Third Parties that have not previously had access to Company's proprietary and confidential information;
- .5. Abdelshafy has independently developed the information without use of any of Company's proprietary and confidential information; or
- .6. Company authorizes Abdelshafy, in writing, to disclose information to a Third Party.

**6. Examination of Company's Proprietary Information.** At his option and expense, Abdelshafy may directly or through his Need-to-Know Assistants subject Company's Proprietary Information to such examination, testing, analyses and processing as Abdelshafy believes, in his sole judgment, are warranted or may be interesting or useful in evaluating Company's Proprietary Information.

**7. Abdelshafy's Creation of Sterilized Information.** During Agreement Term, Abdelshafy may take steps to create, combine and compile information that incorporates Company's Proprietary Information after it has been transformed and reconfigured into "Sterilized Information." For information to become "Sterilized Information," it must have all of the following characteristics:

- .1. All identification of Company as a provider of the information must be removed;
- .2. Any specific connections, direct or indirect, to Company or any Proprietary Information it has disclosed to Abdelshafy must be removed and not exist in any manner. In particular, a Third Party reviewing the information must not be able to connect its source to Company or any of its Proprietary Information; and
- .3. No Third Party must be able to improperly obtain any of Company's Proprietary Information by reviewing this information Abdelshafy has created and compiled.

**8. Abdelshafy's Use of Sterilized Information.** During Agreement Term and afterwards, Abdelshafy may use any Sterilized Information as follows:

- .1. Abdelshafy may make presentations that contain Sterilized Information;

- .2. Abdelshafy may create or edit, individually or with a Third Party, a case study, article, research paper, abstract or other writing about the results of Abdelshafy's academic studies, research and other work with Company and using its Proprietary Information as long as all information contained in any of these items is Sterilized Information (Abdelshafy Paper); and
- .3. if Company requests a copy of any Abdelshafy Paper, Abdelshafy will furnish a copy to Company or direct Company to its electronic location.

**9. Abdelshafy's Degree of Care.** Abdelshafy will use a commercially reasonable degree of care in protecting and safeguarding Company's Proprietary Information from unauthorized disclosure.

**10. Forms of Company's Disclosures.** Company may disclose its Proprietary Information to Abdelshafy in whatever form it wishes—whether in writing, orally, visually, physically or electronically. Company must mark all its written Proprietary Information as “confidential” or “proprietary” before disclosing it to Abdelshafy. If Company discloses Proprietary Information to Abdelshafy in any unwritten form, it will be protected under this Agreement for 30 days. For this protection to remain, Company must document in writing its unwritten disclosure and furnish Abdelshafy this written documentation within 30 days after the disclosure is made.

**11. Agreement Duration.** This Agreement will terminate 3 years after Agreement Date (Agreement Term). However, at any time during Agreement Term, the Parties may agree to lengthen Agreement Term.

**12. Duration of Abdelshafy's Non-Disclosure Obligation.** Abdelshafy's obligations and restrictions on disclosure and use of Company's Proprietary Information will continue for 8 years from Agreement Date (except as otherwise permitted under this Agreement) and survive even though Agreement Term has expired or this Agreement has been terminated.

**13. Abdelshafy's Obligations When Agreement Expires or Is Terminated.** When Agreement Term expires or this Agreement is terminated, Abdelshafy must return to Company all Proprietary Information he has received in any form. Abdelshafy, however, may keep copies of all Sterilized Information.

**14. Abdelshafy's Ownership Rights.** As between the Parties, unless agreed otherwise, Abdelshafy will be the sole owner of all the following:

- .1. All business and managerial insights and knowledge gleaned from Company's Proprietary Information, whether singularly or in combination with proprietary information obtained from Third Parties;
- .2. All business models and strategies Abdelshafy develops or creates using Company's Proprietary Information, whether singularly or in combination with proprietary information obtained from Third Parties;
- .3. All Sterilized Information Abdelshafy has created; and
- .4. All copyrights to any Abdelshafy Paper, whether owned singularly or jointly with a Third-Party co-author.

**15. Company's Right to Injunction or Other Equitable Relief.** If Abdelshafy is using or disclosing Company's Proprietary Information in breach of this Agreement and such unauthorized disclosure or use could cause Company serious and irreparable damage, the Parties agree that:

- .1. Money damages will not be a sufficient and adequate legal remedy for Company for Abdelshafy's breach of this Agreement through his unauthorized disclosure or use of Company's Proprietary Information; and
- .2. In addition to all other remedies it may have, Company is entitled to a temporary restraining order, preliminary or permanent injunction, specific performance, or other equitable relief to prevent Abdelshafy from making any more unauthorized uses or disclosures of Company's Proprietary Information.

Even though a court grants Company's request for injunctive relief, this will not affect any other rights, awards or remedies Company has or may have against Abdelshafy.

**16. Mandatory Arbitration of Parties' Dispute.** "Dispute" means a claim, controversy or dispute arising out of or related to this Agreement or a Party's performance of its obligations or a term required of a Party under this Agreement. If the Parties have a Dispute, the Parties waive any and all rights they might otherwise have and agree that any and all Disputes will be solely and finally resolved by arbitration. The Parties' arbitration will be conducted under the following 6 conditions:

- .1. A single independent and impartial arbitrator will render a decision;
- .2. The arbitration will be conducted according to International Institute for Conflict Prevention & Resolution's Rules for Non-Administered Arbitration currently in effect;
- .3. The Parties agree that the arbitrator's award will be final and subject only to judicial review as permitted by applicable law; and
- .4. When rendering an award, the arbitrator may not award any multiplied, consequential or punitive damages to any Party; each Party waives any rights it may have to such damages.

**17. Laws Governing Agreement.** Egyptian laws will govern this Agreement and be used to construe each Party's rights and obligations under this Agreement, excluding conflicts of laws principles.

**18. Location Where Disputes Will Be Resolved.** The Parties acknowledge and agree that any legal proceeding involving a dispute between the Parties will be held in Egyptian Courts.

**19. Company's Rights and Remedies.** Company's rights and remedies under this Agreement are cumulative, non-exclusive and in addition to those provided by law. Company may exercise any of its rights and remedies separately, concurrently or successively. Company's exercise of any right or remedy will not be considered a waiver of any other of its other rights or remedies.

**20. Company's Waiver.** No waiver, delay or failure to exercise any right Company may have related to Abdelshafy's obligations or his breach of this Agreement will constitute Company's continuing waiver or waiver of any later obligation or breach by Abdelshafy. For Abdelshafy's performance or obligation to be waived, the waiver must be in a writing Company has signed.

**21. Abdelshafy's Assignment or Delegation.** Except as otherwise permitted under this Agreement, Abdelshafy may assign or transfer his rights or delegate his obligations under this Agreement without

Company's express written consent to do so. Company, in its sole discretion and for any reason whatsoever, may withhold its consent for Abdelshafy to make an assignment or delegation.

**22. Survival of Continuing Terms.** The ongoing terms of this Agreement and Abdelshafy's continuing obligations, including his obligation under Section 12, Duration of Abdelshafy's Non-Disclosure Obligation, will survive even though this Agreement has expired or been terminated.

**23. Written Notice to a Party.** If a Party is required to send a notice to the other Party, it must be in writing and, except as otherwise permitted, must be sent by 1 of 2 methods—personal delivery or reliable express delivery service for delivery by the 3<sup>rd</sup> business day—to that Party's address at the end of this Agreement or later changed by written notice to the other Party. Notice will be considered sent by a Party and received by the other Party as follows:

- .1. On delivery, if personally delivered;
- .2. On the 3<sup>rd</sup> business day, if sent by express delivery service.

**24. Binding Effect.** This Agreement will inure to the benefit of and be binding on each Party's successors and assigns.

**25. Agreement Modification.** This Agreement may only be modified by a written agreement both Parties have signed.

**26. Entire Agreement.** This Agreement constitutes the entire agreement of Company and Abdelshafy on the substance of this Agreement. This Agreement supersedes all previous understandings or agreements between Company and Abdelshafy relating to this Agreement.

Company: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

*Company's Address:*

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Amr Farouk Mamoun Abdelshafy

*Abdelshafy's Address:*

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