

 **Non-Disclosure Agreement (NDA)**

**Between PSUT Researchers and External Collaborators**

|  |
| --- |
| **Agreement** |
| 1. Definition of Confidential Information:

The term "Confidential Information" refers to any non-public information, data, or materials disclosed by either party (PSUT researchers or External Collaborators) to the other party during the course of collaboration, which is not generally known to the public.1. Obligations of Confidentiality:

Both parties agree to keep confidential information confidential and not to disclose, reproduce, or use it for any purpose other than the collaborative project. This obligation extends to the party's employees, contractors, and any third parties involved in the collaboration.1. Exclusions from Confidential Information:

The obligations of confidentiality do not apply to information that is already in the public domain or becomes public through no fault of the receiving party, independently developed by the receiving party, or rightfully obtained from a third party without a duty of confidentiality.1. Purpose Limitation:

The confidential information shall be used solely for the purpose of the collaborative project outlined in a separate agreement between the parties.1. Ownership of Intellectual Property (IP):

Any IP created during the collaborative project shall be jointly owned by PSUT and External Collaborators unless otherwise agreed upon in writing. Both parties shall have the right to use and exploit the jointly owned IP for their respective academic and non-commercial purposes. Both parties must sign a distinct Intellectual Property (IP) rights agreement in case of any IP outcome.1. Duration of Confidentiality Obligations:

The confidentiality obligations shall continue for a period of two years from the date of disclosure of the confidential information unless terminated earlier by mutual written agreement.1. Return or Destruction of Confidential Information:

Upon the completion of the collaborative project or termination of the agreement, both parties shall promptly return or, at the disclosing party's option, destroy all confidential information received.1. Governing Law:

This agreement shall be subject to the jurisdiction and laws of the Central Court of Amman (Palace of Justice), and any controversies arising in connection with or under this agreement shall be settled through arbitration in conformity with the regulations of the Central Court of Amman (Palace of Justice). Should any dispute arising from this agreement remain unresolved through amicable negotiations between the parties, it shall be exclusively submitted to the jurisdiction of the Central Court of Amman (Palace of Justice). 1. Miscellaneous:

Any amendments or modifications to this agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between the parties and supersedes all prior agreements and understandings, whether oral or written. |
| IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of ………../………/………………. |
| **Princess Sumaya University for Technology (PSUT) Researchers** |
|  | Employee No.: |  | Name: |
|  | Address: |
| …... / ..... / ……. | Date: |  | Signature: |
| **External Collaborators** |
|  | Name: |
|  | Address: |
|  | Phone: |  | Email: |
| …... / ..... / ……. | Date: |  | Signature: |