

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement regarding confidential information (hereinafter “Information”), which the Receiving Party has received or will receive from the Inventor/Disclosing Party, is entered in

between

(hereinafter referred to as the “Inventor/Disclosing Party”)

and

(hereinafter referred to as the “Receiving Party”)

1. The Information is supplied in the form of the following documents, prototypes or the like:
(List of disclosed material):
2. The Receiving Party undertakes to keep the Information confidential and not to disclose it to any third parties and to avoid the risk of the information being disclosed to any third parties.
3. The Receiving Party agrees not to use the Information in any other way than set forth in this Agreement.
4. At any time, the Inventor/Disclosing Party is entitled to be informed about how the Receiving Party keeps the Information confidential in relation to third parties.
5. The Receiving Party undertakes not to reveal the Information to any person with whom he cooperates, to any of his employees or the like, in a way exceeding what is considered necessary or justifiable. If considered necessary or justifiable, the Receiving Party shall, before passing on the information to third parties, instruct such third parties about the confidentiality of the Information, and they shall sign a confidentiality and non-disclosure agreement.
6. Before the Information can be handed over, wholly or partly, to third parties not mentioned in the above provision, the Receiving Party shall obtain Inventor’s/Disclosing Party’s written consent.
7. The Receiving Party shall register all employees or others having gained insight into the Information. The register must be accessible to the Inventor/Disclosing Party.
8. If not otherwise agreed in writing, the Receiving Party shall, at the request of the Inventor/Disclosing Party, immediately return all material describing the Information, as stipulated in provision 1.
In the event of the following statement not being signed by the Inventor/Disclosing Party, the Receiving Party is not entitled to copy the Information:

The Disclosing Party hereby authorizes the Receiving Party to copy or otherwise reproduce the material disclosed to the extent necessary for an appropriate handling of the material.

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9. This agreement does not cover:
- a. Technical information or other information which, at the time when the Inventor/Disclosing Party provided the Receiving Party with the Information, was considered publicly known or later on becomes publicly known without the Receiving Party being liable for making it publicly known.
 - b. Information being communicated to the Receiving Party in a legitimate way, either directly or indirectly via other parties than the Inventor/Disclosing Party. If the Receiving Party holds such information, please state it briefly below:
10. Additional provisions:

The Receiving Party is held liable to the Inventor/Disclosing Party for damages in the event of breach of this Agreement. The Receiving Party is also held liable in case of breach of the Agreement by third parties to whom the Receiving Party has handed over the Information wholly or partly.

Any disputes, arising out or relating to this Agreement, shall be settled by the ordinary courts in the Inventor's/Disclosing Party's home country and according to the legislation of the Inventor's/Disclosing Party's home country.

Location:

Date:

Inventor/Disclosing Party:

Receiving Party:
