**Non-Disclosure Agreement**

**PARTIES**

This Non-Disclosure Agreement (hereinafter ”**NDA**”), is made between

|  |  |
| --- | --- |
| The Designer: | The Customer: |
| [Name]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | [Name]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| with business ID  [Business ID]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | with business ID  [Business ID]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| with its principal place of business at  [Address]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (hereinafter the “***Disclosing Party***”). | Osoite  [Address]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (hereinafter “***Receiving Party***”). |
| Contact person  [Name]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact information  [Email, phone number]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Contact person  [Name]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact information  [Email, phone number]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |

where both parties shall be referred to separately as a “**Party**”, and collectively as “**Parties**”.

**1. PURPOSE OF THE AGREEMENT**

1.1 The purpose of this NDA is to protect the Disclosing Party’s confidential information (as further defined in section 3) and to establish confidentiality obligations (as further described in section 4) for the Receiving Party concerning the Disclosing Party’s confidential information.

1.2 Furthermore the purpose of this NDA is to

( ) evaluate a possible business relationship between the Parties (including but not limited to investing, financing, acquiring or licensing intellectual property rights, rendering services, etc). For the sake of clarity, the terms of said business relationship shall be established with a separate agreement.

( ) be attached to [name of agreement] as appendix [number].

| or |

( ) [other]

**2. CONFIDENTAL INFORMATION**

2.1 Confidential Information means all information and material that is disclosed by the Disclosing Party to the Receiving Party that is marked as confidential or should be understood as confidential including but not limited to all intellectual property rights, ideas, designs, texts, photographs, drawings, sketches, methods, processes, discoveries, inventions, research results, data, prototypes, developed attributes and other similar definitions, know-how, trade secrets, marketing material, customer information, customer and vendor lists, products and services, product development, financial information, budgets, business plans, strategies and/or any other information concerning the financial, commercial, artistic or technical details of the Disclosing Party or its affiliates, regardless of whether the information is disclosed in writing, orally or by other means (hereinafter ”***Confidential Information***”).

2.2 Confidential Information shall not include any of the following information

1. information which is verifiably publicly available or is made public through no fault of the Receiving Party;
2. information which is developed independently by the Receiving Party without using any confidential material or information from the Disclosing Party, and/or
3. Information that the *Receiving Party* has verifiably and rightfully received from a third party.

**3. CONFIDENTIALITY OBLIGATION**

3.1 The Receiving Party shall not be entitled to disclose, use for its own benefit or for the benefit of others, any Confidential Information of the Disclosing Party, without a written consent of the Disclosing Party.

3.2 Under no conditions, shall the Receiving Party use Confidential Information to harm in any way the Disclosing Party. In addition, the Receiving Party shall not carry out any actions that may compromise or risk the intellectual or industrial properties contained or derived from the Confidential Information.

3.3 Confidential Information shall only be disclosed internally in the Receiving Party’s organization to those employees who need such information to carry out the purpose of this NDA or an agreement this NDA is attached to. The Receiving Party must take all reasonable measures to protect Confidential Information from internal or external breaches. Such measures shall be at least of the same level of security as it uses to protect its own confidential information. The Receiving Party is liable for its employees’ breach of Confidentiality obligation.

3.4 In case the Receiving Party finds out that a confidentiality obligation is breached, it must inform the Disclosing Part***y*** immediately and use its best endeavors to prevent any further disclosure or unauthorized use of Confidential Information.

3.5 The Receiving Party has the obligation to remove, delete, or if requested by the Disclosing Party return, in a secure matter all files, copies or other tangible forms of Confidential Information,

a) when the negotiations between parties to this agreement have ended;

b) when the agreement to which this NDA is attached to has ended or been terminated; or

c) upon request by the Disclosing Party.

3.6 In case the Receiving Party is deemed to have a lawful or contractual reason to refuse to remove, delete or return any piece of Confidential Information, all other Confidential Information must be duly removed, deleted or returned in a secure matter.

3.7 Confidentiality obligation does not apply to information which is required to be disclosed by applicable mandatory law, regulation, court order or other regulatory or government authority.

The conditions and obligations set forth in this section are further referred to as “***Confidentiality obligation***”.

**4. INTELLECTUAL PROPERTY RIGHTS AND WARRANTIES**

4.1 No license under any intellectual property right is granted or implied by the disclosure of Confidential Information, unless explicitly agreed between Parties with a separate agreement.

4.2 Information disclosed does not constitute any representation, warranty, assurance, guarantee or other inducement by the Disclosing Party towards the Receiving Party of any kind.

**5. SANCTIONS AND THE REICIVING PARTY´S BURDEN OF PROOF**

5.1 In case the Confidentiality obligation is breached or violated, the Receiving Party will be liable for all the direct and indirect damages caused by the violation.

5.2 In case the Receiving Party has had a lawful right to use Confidential Information or information used is not considered Confidential Information, the Receiving Party shall have the burden of proof to show that use of information does not breach Confidentiality Obligation set forth in this NDA.

**6. TERM**

6.1 This NDA with the rights and responsibilities mentioned herein shall be valid from the signature of this agreement and last until

( ) [number] years has passed from the signature of this NDA;

| or |

( ) [number] years has passed from the termination of the agreement this NDA is attached to;

| and/or |

( ) indefinitely regarding the following pieces of information: [list of information].

**7. GOVERNING LAW AND DISPUTE RESOLUTION**

7.1 This Agreement shall be governed by and construed in accordance with the laws of Finland excluding its choice of law provisions.

7.2 Disputes between the Disclosing Party and the Receiving Party are primarily intended to resolve amicably by negotiation. Where no agreement is reached, any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Arbitrations Institute, in Helsinki in English language.

7.3 Without prejudice to the foregoing in relation to the Receiving Party, nothing in this section shall prevent or restrict the *Disclosing Party* from electing to bring proceedings in relation to design right or other intellectual property right infringement or from applying for injunctive relief in any court outside of Finland.

**8. COUNTERPARTS AND SIGNATURES**

8.1 This Agreement has been duly executed in two (2) original copies, one (1) for each Party.

[Place], [date] [Place], [date]

Disclosing Party: Receiving Party:

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

[Name] [Name]

[Title] [Title]