

## NON-DISCLOSURE AGREEMENT, mutual

This model Non-Disclosure Agreement of the Foundation for Finnish Inventions is indicative only and intended to be used in situations where both parties to the agreement disclose confidential information. This model cannot take into account factors which in concrete situations affect the drafting of an individual agreement. The Foundation for Finnish Inventions or any persons acting on its behalf shall not be liable for this model or the consequences of the use of the information included therein.

### 1. PARTIES

#### Inventor

Name:  
ID-number:  
Postal address:  
Telephone:  
Fax:  
Email:

#### Company or equivalent

Name:  
ID-number:  
Postal address:  
Telephone:  
Fax:  
Email:

### 2. PURPOSE OF THE AGREEMENT

The parties possess confidential information and material which they are willing to disclose to the other party for the purposes of this agreement. The parties wish to keep secret the Confidential Information disclosed by them. The purpose of this agreement is to prevent the Receiving Party from disclosing or making available the Confidential Information disclosed by the Disclosing Party to a third party and from using the Confidential Information for purposes other than those specified in this agreement.

### 3. DEFINITION OF CONFIDENTIAL INFORMATION AND PURPOSE OF DISCLOSURE

"Confidential Information" shall mean any and all information or data disclosed by the Disclosing Party to the Receiving Party, including all documents, materials and other data (including but not limited to all technical, financial and commercial information, such as inventions, business secrets, strategies, data, samples, prototypes, drawings, designs/plans and specifications), regardless of the way or form in which the information or data is disclosed or how the Receiving Party otherwise receives knowledge thereof.

#### Confidential Information shall not, however, include information:

- a) which has been or subsequently becomes publicly known without breach of this agreement;
- b) which is proven to have been in the possession of the Receiving Party prior to the receipt of the information from the Disclosing Party and which the Receiving Party has not directly or indirectly obtained from the Disclosing Party;
- c) which the Receiving Party has received from a third party without any obligation of confidentiality;
- d) the disclosure and use of which the Disclosing Party has expressly approved in advance in writing;
- e) which, pursuant to mandatory law, regulation, court order, or a binding order of the authorities can be disclosed.

The purpose of this agreement is to allow the Receiving Party to use the Confidential Information to be disclosed during the confidentiality period for the purpose specified below: For the purpose of evaluating the feasibility of cooperation between the parties concerning the invention called:

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If the parties decide to cooperate, the Confidential Information can be used in the cooperation of the parties to the required extent, unless otherwise agreed in writing between the parties.

### 4. RETURN OF THE CONFIDENTIAL INFORMATION TO BE DISCLOSED

The Receiving Party agrees to return to the Disclosing Party all confidential material received by the Receiving Party immediately upon the request of the Disclosing Party, however, no later than upon the termination of the cooperation or, in case the parties decide not to initiate cooperation, upon the closing of the negotiations. The Receiving Party shall not be entitled to copy or otherwise duplicate the material received.

## 5. DAMAGES

The party in breach of the provisions of this agreement shall indemnify the injured party for the full damage caused by the breach of contract.

## 6. CONFIDENTIALITY OBLIGATION

The Receiving Party agrees to keep secret the Confidential Information and not to disclose any of the received Confidential Information to third parties. The confidentiality obligation shall remain in force for a period of five (5) years as of the date the Confidential Information was disclosed.

The Receiving Party agrees not to use any of the received Confidential Information for purposes other than those specified in Section 3.

The Receiving Party shall limit access to the received Confidential Information in his own organization only to those of his employees for whom the information is necessary for the fulfillment of the purpose of this agreement. The Receiving Party shall ensure that his employees comply with the terms and conditions of this agreement.

## 7. VALIDITY OF THE AGREEMENT

This agreement shall enter into force upon signing by both parties.

## 8. OTHER PROVISIONS

Any amendments to this agreement shall be made in writing and endorsed by the signatures of the parties.

This agreement may not be assigned to a third party without the prior written consent of the other party.

## 9. GOVERNING LAW AND DISPUTE RESOLUTION

This agreement shall be governed by the laws of Finland. Any dispute, controversy or claim arising out of or relating to this agreement and the interpretation thereof shall be primarily resolved by negotiation. If the parties fail to reach an agreement in the negotiations, the dispute shall be resolved in arbitration by one arbitrator in accordance with the Arbitration Rules of the Arbitration Institute of the Central Chamber of Commerce of Finland, with the proviso that the Inventor is not responsible for any costs accrued to the other party during the arbitration process.

## 10. CONTRACT COPIES AND SIGNATURES

This Non-Disclosure Agreement has been executed in two identical copies, one for each contracting party. Both copies shall have equal force and effect.

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Inventor

\_\_\_\_\_  
Company or equivalent