# Mutual Non-disclosure Agreement

# (’the Non-disclosure Agreement’)

Between

Aalborg University (hereinafter referred to as ’AAU’)

CVR. no. 29102384

Department of …

Post Office Box 159

9100 Aalborg

Denmark

and

Name and type of Company (A/S, ApS etc.) (Hereinafter referred to as ’the Company’)

CVR. no. XXXXXXXX

Address

Postal code/city

Country

**1. Definitions**

”Disclosing Party‟ shall mean the Party, who discloses Confidential Information in accordance with the Non-disclosure Agreement.

‟Aalborg University (AAU)‟ shall mean Aalborg University, CVR. No. 29102384, P. O. Box 159, 9100 Aalborg, Denmark represented by the department or institute, the research group and the employees that participate in the collaboration on behalf of AAU.

“Purpose‟ shall mean the purpose described in section 2 of the Non-disclosure Agreement.

“Confidential Information‟ shall mean information concerning commercial, economic, technical, scientific, research related and other conditions, including but not limited to technology, inventions, processes, procedures, rights, specifications, design, plans, drafts, software, prototypes, material and strategies, which a Party receives or gets access to as part of the implementation of the Purpose to the extent, that this information (i) is received by the Receiving Party in physical or electronic form and marked “confidential” by the Disclosing Party, (ii) is auditory or visual received by the Receiving Party and within fourteen (14) days is written down by the Disclosing Party, marked “confidential” and forwarded to the Receiving party, or (iii) that the information is obviously of confidential nature.

“Receiving party‟ shall mean the Party, which receives Confidential Information according to the Non-disclosure Agreement.

‟Party and Parties‟ shall mean AAU and the Company individually and collectively.

‟Third Party‟ shall mean all legal and natural persons, except for the Parties. Third Party could be authorities or affiliates of the Company.

“The Company‟ shall mean the party identified in the introduction of the Non-disclosure Agreement.

**2. The content of the cooperation**

For the purpose of assessing the possibility of cooperation between the Parties regarding (describe the content of the cooperation) (The Purpose’), the Parties intend to share Confidential Information.

Prior to the discussion, AAU is in possession of Confidential Information regarding ….

Prior to the discussion, the Company is in possession of Confidential Information regarding…

The Parties shall handle the received Confidential Information in accordance with the Non-disclosure Agreement.

3. Duration

The cooperation shall start on day month year and shall terminate on day month year.

**4. Non-disclosure obligation**

The Receiving Party is only allowed to use the Confidential Information in accordance with the Purpose and shall keep the Confidential Information confidential. The Receiving Party shall not under any circumstances, without written approval from the Disclosing Party, disclose Confidential Information to any Third Party.

The Receiving Party is only allowed to disclose Confidential Information to its staff, to the extent necessary in order to fulfil the Purpose and the Receiving Party shall impose on such staff an obligation to comply with the Non-disclosure Agreement.

The Receiving Party shall treat the Confidential Information with necessary care to secure non-disclosure, in accordance with the internal regulations and guidelines, and with the same degree of care applicable to the Receiving Party’s own Confidential Information, provided however that this care is concurrent with reasonable precautions.

**5. Limitations concerning Confidential Information**

Confidential Information does not comprise information which:

at the time of receipt was published or in any other way made available to the public,

after the time of receipt has been published or made available to the public other than by neglect of this obligation of confidentiality,

already at the time of receipt was in the rightful possession of the receiving Party without any restrictions,

rightfully has been disclosed by a Third Party, or

is generated by the Receiving Party independently of the receipt of Confidential Information.

Nothing in this Non-disclosure Agreement prevents the Receiving Party from disclosing Confidential Information in the event that the Receiving Party is required to do so according to a statute, judicial order or binding legislation act. The Confidential Information, covered by this section, shall still be considered as Confidential Information to the extent it does not become public as a consequence hereof. The Receiving Party shall as soon as possible notify the Disclosing Party of disclosure in accordance with this section to enable the Disclosing Party to protect its interest to the maximum feasible extent.

**6. Violation, copyright, and returning**

The Receiving Party is bound to inform the Disclosing Party in writing immediately about any violation of this the Non-disclosure Agreement.

All Confidential Information shall remain the property of the Disclosing Party.

Upon request from the Disclosing Party, the Receiving Party shall immediately cease the use granted in accordance with the Non-disclosure Agreements section 2 and shall return all the received Confidential Information, including all copies, transcripts and all other material, which is generated by the Receiving Party and which might comprise Confidential Information. In the event that the Parties agree, the Receiving Party may choose to destroy the Confidential Information instead. Nevertheless, the Receiving Party shall be entitled, to keep a copy of the received Confidential Information for internal registration only, taking appropriate and necessary measures to secure non-disclosure.

**7. Duration of the non-disclosure obligation**

All obligations with reference to this the Non-disclosure Agreement shall expire three (3) years after the latest receipt of Confidential Information.

**8. Limitations of the Non-disclosure Agreement**

The Non-disclosure Agreement does not assign the Parties other rights and does not impose the Parties other limitations or obligations than those, which explicitly appear from the Non-disclosure Agreement. For example, the Non-disclosure Agreement does not include:

an obligation for one or both Parties to disclose or give access to information or material,

approval for the Receiving Party to make use of received Confidential Information, which the Receiving Party is prevented from making use of, in accordance with other regulations, hereunder regulations regarding intellectual property rights, after the expiry of the period mentioned in section 3.

approval or proposition from one or both Parties to initiate or continue discussions about cooperation, including cooperation within the Purpose.

exclusive obligations or other limitations, except the explicit obligations, included in this the Non-disclosure Agreement.

**9. Liability**

The Disclosing Party does not guarantee that Confidential Information can be used for the Purpose.

The Disclosing Party shall not be liable for damages, caused by the Receiving Party’s use of Confidential Information.

**10. Assignment to a Third Party**

The Receiving Party shall not be entitled to assign its rights or obligations under the Non-disclosure Agreement to a Third Party without prior consent from the Disclosing Party.

**11. Choice of law and venue**

The Non-disclosure Agreement shall be governed by Danish Law, however, with the exception of Danish international private law and rules concerning choice of law, to the extent that such rules would lead to the application of another country’s law.

Any dispute between the Parties arising from this Non-disclosure Agreement, which cannot be settled amicably by the Parties, shall be tried by the Court of Aalborg as court of first instance.

**Signatures**

For **AAU**

Place, date:

Name:

Title: Head of Department

Name:

Title: Project Manager

For the **Company**

Place, date:

Name:

Title:

Name:

Title: