NON-DISCLOSURE {#ip}AND IP-TRANSFER{/ip} AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made effective as of the date of the last party’s signature hereunder (the “Effective Date”) by and between

1. **{Party\_A\_full**}, {PartyA\_fullAddress} ("{**Party\_A}**")

AND

1. **{Party\_B\_full**}, having its registered office at {#PartyB\_fullAddress}{PartyB\_fullAddress}{/PartyB\_fullAddress}{^PartyB\_fullAddress}[OFFICIAL REGISTERED ADDRESS]{/PartyB\_fullAddress} (“{**Party\_B}**”)

{Party\_A} and {Party\_B} are sometimes individually referred to herein as “Party” and collectively as the “Parties”.

**WHEREAS**:

1. {#ProjectDescription}{ProjectDescription}{/ProjectDescription}{^ProjectDescription}{Party\_A} wishes to enter into negotiations with {Party\_B} for the supply of engineering goods and/or services{/ProjectDescription} (the “**Project**”).
2. {#consideration}In consideration of the benefits to the Parties of disclosing and/or receiving Confidential Information, the {/consideration}Parties have agreed to enter into this Agreement and comply with the following terms and conditions in connection with the use, disclosure and protection of the Confidential Information.

**NOW, THEREFORE,** the Parties agreed as follows:

1. Definitions and interpretation
   1. In this Agreement:
   2. “**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the relevant Party, where control means power and ability to direct the management and policies of the controlled entity through ownership of more than 50% of the voting shares of the controlled entity.
   3. “**Authorised Person**” means the directors, officers, employees, consultants, professionals, subcontractors and suppliers of {#m}the Receiving Party{/m}{#s}{Party\_B}{/s}, in each case to the extent that disclosure is necessary for the Permitted Purpose.
   4. “**Confidential Information**” means all information {#appendix}as set forth in Appendix A attached hereto and furthermore disclosed{/appendix} in whatever form or media (including without limitation in written, oral, visual or electronic form) relating to {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s}, its business, shareholders, employees, Affiliates, customers, suppliers and subcontractors, which is disclosed by {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s} or on its behalf to {#m}the Receiving Party{/m}{#s}{Party\_B}{/s} or to a third party on its behalf, before or after the execution of this Agreement, including without limitation information relating to {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s}’s products, operations, plans or intentions, contracts, property, data, results, know-how, trade secrets, drawings, works of authorship, inventions, technical information, formulations, software source documents, research, development, new services, offerings and products, marketing information, business plans and strategies, commercial information, budgets and unpublished financial statements, licensing and distribution agreements, prices, costs and any other information of a similar kind or nature.
   5. “Confidential Information” does not include information which:
   6. is or becomes publicly available without breach of this Agreement by {#m}the Receiving Party{/m}{#s}{Party\_B}{/s};
   7. can be shown to the reasonable satisfaction of {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s} to have been known to {#m}the Receiving Party{/m}{#s}{Party\_B}{/s} prior to its disclosure by {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s};
   8. is subsequently received by {#m}the Receiving Party{/m}{#s}{Party\_B}{/s} from a third party that owes no obligations of confidentiality to {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s} in relation to the information in question, or;
   9. {#m}the Receiving Party{/m}{#s}{Party\_B}{/s} is obliged to disclose in order to meet legal or regulatory obligations.{#m}
   10. “**Disclosing Party**” means the Party disclosing Confidential Information. {/m}
   11. “**Permitted Purpose**” ­­means lawful business activities which may be necessary with respect to considering, evaluating, negotiating and (if applicable) carrying out the Project.{#m}
   12. “**Receiving Party**” means the Party receiving the Confidential Information.{/m}
2. Disclosure and use of Confidential Information
   1. The Parties acknowledge that irreparable harm could be caused to {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s} by the unauthorised disclosure or use of Confidential Information and {#m}the Receiving Party{/m}{#s}{Party\_B}{/s} agrees that it shall:
   2. keep the Confidential Information confidential and in so doing will use the same degree of care that {#m}the Receiving Party{/m}{#s}{Party\_B}{/s} applies to its own proprietary or secret information;
   3. use the Confidential Information solely for the Permitted Purpose and only disclose the Confidential Information to those Authorised Persons or Affiliates who are bound by confidentiality and non-use obligations in respect of such Confidential Information, provided always that {#m}the Receiving Party{/m}{#s}{Party\_B}{/s} accepts full responsibility for ensuring that its Authorised Persons or Affiliates will abide by the provisions of this Agreement;
   4. not make copies in any form or media of any of the Confidential Information except as may be necessary to enable the Authorised Persons to conduct the Permitted Purpose.
   5. {#m}the Receiving Party{/m}{#s}{Party\_B}{/s} shall be responsible in the event that any person to whom it has disclosed such Confidential Information breaches the terms of this Agreement as if it was {#m}the Receiving Party{/m}{#s}{Party\_B}{/s} who had breached the terms of this Agreement.
3. Ownership of Confidential Information

All Confidential Information shall remain the exclusive property of {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s} and no license is granted or implied by this Agreement, or by the disclosure of any Confidential Information by {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s}, in respect of intellectual property rights now or hereafter owned or controlled by {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s}.

1. Return of Confidential Information

{#m}the Receiving Party{/m}{#s}{Party\_B}{/s} shall, upon the written request of {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s}, cease to use any Confidential Information and return to {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s} Confidential Information held in tangible form (including copies and reproductions) and erase or destroy all Confidential Information held on computer or computer media and shall certify in writing to {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s} within seven (7) days of such request that this has been done, save that {#m}the Receiving Party{/m}{#s}{Party\_B}{/s} shall be entitled to retain one copy of the Confidential Information for internal audit purposes.{#ip}

1. Intellectual Property Rights
   1. {Party\_B} agrees to promptly and fully disclose to PWNT any and all inventions, discoveries, trade secrets and improvements, whether or not patentable and whether or not they are made, conceived or reduced to practice during working hours or using PWNT’s data or facilities, which {Party\_B} develops during the Project, either solely or jointly with others, that are related to PWNT’s products or business (collectively, "Inventions").
   2. {Party\_B} shall keep and maintain adequate and current written records of all Inventions (in the form of notes, sketches, drawings and such other records as may be specified by PWNT from time to time), which records shall be available to and remain the sole property of PWNT at all times. These records and all Inventions shall be considered Confidential Information.
   3. All intellectual property rights, including but not limited to patent, trademark, copyright and design rights, in the Inventions or any products, processes, works and/or services developed by {Party\_B} in connection with the Project, shall vest solely in PWNT. Should it so be required, {Party\_B} hereby authorizes PWNT to take all actions necessary to assign said intellectual property rights in the name of or on behalf of {Party\_B} to PWNT or any of its Affiliates.
   4. In respect of the Inventions and/or any (other) copyrightable works created by {Party\_B} in connection with the Project, {Party\_B} waives any and all moral rights {Moral\_Rights\_Ref\_law}.
   5. The provisions of this Clause 5 imply that both during the Project and at any time thereafter {Party\_B} shall not be permitted to commercially exploit or cause others to commercially exploit in whatever manner and/or to register or cause others to register any (intellectual property rights in) Inventions or products, processes, works and/or services developed (completely or in part) by {Party\_B} in connection with the Project.
   6. The Parties agree that the amount paid by PWNT for services provided is deemed to include compensation to {Party\_B} for deprivation (if any) of intellectual property rights, including compensation for the commercial profit gained by PWNT from the exploitation of any patents or other intellectual property rights in any Inventions or products, processes, works and/or services developed (completely or in part) by {Party\_B} in connection with the Project. {/ip}
2. No obligation, representation or warranty
   1. Neither Party is under any obligation to purchase or sell any service or item from the other Party and nothing in this Agreement shall be construed as creating an agency, partnership or similar relationship between the Parties.
   2. {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s} makes no representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information provided in connection with this Agreement, and {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s} shall have no liability whatsoever to {#m}the Receiving Party{/m}{#s}{Party\_B}{/s} resulting from the use of the Confidential Information.
3. Notification of breach

{#m}The Receiving Party{/m}{#s}{Party\_B}{/s} shall notify {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s} immediately upon discovery of any unauthorised use or disclosure of Confidential Information or any other breach of this Agreement. {#m}the Receiving Party{/m}{#s}{Party\_B}{/s} shall cooperate with {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s} in every way possible to assist {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s} in regaining possession of the Confidential Information and in preventing its further unauthorised use or disclosure.{#consideration}

1. Injunctive relief

The Parties acknowledge that monetary damages may be difficult to ascertain or an inadequate remedy for any breach of the terms of this Agreement. {#m}the Receiving Party{/m}{#s}{Party\_B}{/s} therefore agrees that {#m}the Disclosing Party{/m}{#s}{Party\_A}{/s} shall have the right, in addition to its other rights and remedies, to seek injunctive relief for any breach or threatened breach of this Agreement.{/consideration}{^consideration}

1. Penalty for breach

If {Party\_B} breaches any of the provisions of this Agreement a penalty shall be incurred by {Party\_B}, immediately payable to PWNT, of twenty thousand Euros (EUR 20,000) for each such breach, without prior notice or judicial intervention being required and entirely without prejudice to PWNT's legal right to claim for full damages and/or to demand specific performance.{/consideration}

1. Duration of Agreement

This Agreement and any obligations and restrictions contained herein shall continue in full force and effect for a period of five (5) years from the last date of signature of the Parties.

1. Notices

Any notice or communication to be given under this Agreement shall be in writing and in the English language and shall be sent to the address of the relevant Party set out in this Agreement (or to such other address as may be designated from time to time). Any such notice or communication may be delivered personally or by prepaid first-class post and shall be deemed to have been given if delivered personally at the time of delivery, or two (2) business days after posting if sent by first-class post.

1. Miscellaneous
   1. If any provision or part thereof of this Agreement is held to be invalid or unenforceable for any reason, the validity or enforceability of the remainder of that provision and this Agreement shall not be affected.
   2. A failure by either Party to enforce any provision or part thereof of this Agreement shall not constitute a waiver of its right to subsequently enforce that provision or part thereof or any other provision of this Agreement.
   3. This Agreement may be amended or modified only with the mutual written consent of the Parties.
   4. Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

{@dispute\_resolution}

* 1. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same document.
  2. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior negotiations, understandings and agreements, whether written or oral, with respect thereto.

**SIGNED for agreement by**:

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| --- | --- | --- |
| **{Party\_A\_full**}  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: |  | **{Party\_B\_full**}  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: |

{#appendix}

Appendices of this Agreement include:

#### [PLEASE LIST DOCUMENTS WITH CONFIDENTIAL INFORMATION

APPENDIX A [ PROVIDE TITLE ]{/appendix}