# Confidentiality and Non-Disclosure Agreement

Fill in the indicated fields. You will be able to review the document before submitting.

The parties:

**Part1:**

* Organization:
* Qualifications (TVA, VAT):
* Representative (Name):
* Qualifications (ID):

And, **Part2:**

* Name:
* Qualifications (ID):

And, **Part 3:**

* Name:
* Qualifications (ID):

Considering their common interests in the project(s):

The development of this project and activities between parties is considered to be the **Permitted Purpose** of the use of the confidential information revealed under this agreement.

The parties hereto assume the common compromise and responsibility to keep strict secrecy regarding all the confidential information, oral or written in documents, e-mails, fax and any other form of communication between the parties related to the project referred in this document.

The parties contemplate the exchange of certain Confidential Information (as hereinafter defined) between the parties, in connection with a possible business relationship. “Confidential Information shall include, but is not limited to, trade secrets, data, or other information relating to products, processes, know-how, designs, strategies formulas, netlists, developmental or experimental work, computer pertaining to the business of either party, whether disclosed in writing, orally or by inspection. All Confidential Information shall be identified as such by a legend on the face thereof, or if disclosed verbally, shall be so identified both at the time of disclosure and by a notice in writing provided by the disclosing party no more than fifteen (15) days following the date of disclosure.

Therefore, the parties agree as follows:

Hereinafter it will be considered the Owner of the information the part who is the originator or is legally in possession of the referred confidential information; and Recipient, the part or parties to which the confidential information is communicated.

1. “Confidential Information” means any and all information whether commercial or technical relating to the business of one of the parties, including without limitation, know-how, data, processes, designs, photographs, drawings, specifications, software programs, and samples, which is marked with an indicator such as “Confidential” or “Proprietary”, but excluding information which:
   1. is or comes into the public domain otherwise than by disclosure or default by the Recipient;
   2. was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or
   3. was already known to the Recipient part as evidenced by written record pre-dating such disclosure.
2. In consideration of Owner disclosing Proprietary Information, the Recipient hereby undertakes for a period of 10 (ten) years from the date of this Agreement:
   1. to keep confidential all Proprietary Information that it may acquire in any manner;
   2. to use such Proprietary Information exclusively for the Permitted Purpose and not to use the Proprietary Information for the Recipient’s own purposes or benefit;
   3. not to disclose such Proprietary Information to anybody, except to authorised employees or other agents of the Recipient who need to have access to the Proprietary Information for the purpose of carrying out their duties in connection with the Permitted Purpose;
   4. to inform everybody to whom it discloses Proprietary Information that it is confidential and obtain their agreement to keep it confidential on the same terms as this Agreement;
   5. to keep safe any drawings, documents, samples or materials provided on loan by Owner, not to reproduce, part with possession of, modify or otherwise interfere with such items, to return them immediately upon Owner’s request and in any event spontaneously when no longer required for the purposes of this Agreement;
   6. to notify Owner immediately upon becoming aware of any breach of confidence by anybody to whom the Recipient has disclosed the Information and give all necessary assistance in connection with any steps which Owner may wish to take to prevent, stop or obtain compensation for such breach or threatened breach.
3. The parties agree to do their best effort to keep the integrity of the confidential information exchanged between parties. No confidential information shall be altered, complemented or modified in any way by Recipient without the written agreement of the Owner.
4. This Agreement is not intended to and shall not be construed as creating a joint venture, joint development relationship, partnership, franchise, employment or other form of business association or employment between the parties.
5. Nothing in this Agreement shall be deemed to grant to the Recipient a licence expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all existing and future intellectual property rights relating to the Proprietary Information are the exclusive property of Owner. The Recipient will not apply for or obtain any intellectual property protection in respect of the Proprietary Information. All intellectual property rights relating to any drawings, documents and work carried out by the Recipient (whether past, present or future) using the Proprietary Information will belong to and will vest in Owner. The Recipient will do all such things and execute all documents necessary to enable Owner to obtain, defend or enforce its rights in such drawings, documents and work.

Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

This Agreement constitutes the entire understanding between the parties concerning the treatment of information to which this Agreement relates. No modification of this Agreement shall be binding on either party unless embodied in writing and signed by the parties.

In the event of any dispute between parties not solved by mutual agreement, arising under or pursuant to the terms of this Agreement, the same shall be submitted to mediation in accordance with the WIPO Mediation Rules.

The place of mediation shall be the internet (eADR).

The language to be used in the mediation shall be English.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 90 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules.

The place of arbitration shall be the internet (eADR).

The language to be used in the arbitral proceedings shall be English.

The dispute, controversy or claim shall be decided in accordance with internationally accepted principles of law governing contractual relations.

In witness of the foregoing, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

* Made by digital signature (internet).
* Date: October 27, 2021

Paulo Coelho Vieira