**NON-DISCLOSURE AGREEMENT**

**Entered into between**

[Company name]

[address]

[organization number]:

 (Hereinafter referred to as [Short name 1]

**and**

[Company name]

 [address]

 [organization number]:

 (Hereinafter referred to as [Short name 2]

1. This agreement is made and entered into by and between [Short name 1]and [Short name 2], may be referred to individually as a Party, and jointly as the Parties. The purpose of entering this non-disclosure agreement (“the Agreement”) being to govern the parties’ rights and obligations in connection with disclosure of confidential information between the Parties (hereinafter referred to as “Information” or “the Information”). The purpose of disclosing the Information is to [state the purpose of the agreement – assess whether it is necessary to be specific, or more generally to also cover possible subsequent projects]
2. The Information refers to any information or material (regardless of storage- and dissemination medium) of any kind that is disclosed by one Party (“the Disclosing Party”) to the other Party (“the Receiving Party”) in connection with the purpose of this Agreement, as described in section 1 above. This applies regardless of whether or not the information is labelled or expressly stated to be confidential, subject to the limitations defined in section 8 below. [You should consider if it is necessary to further specify what kind of Information will be shared]
3. The Receiving Party is obliged to treat the Information as confidential, taking all reasonable measures to ensure that it remains inaccessible and undisclosed to third parties, and in a way that protects the confidentiality of the Information towards the public.
4. Unless the Disclosing Party has provided written consent to such use, the Receiving Party may not use the Information for any other purposes than the purpose described in section 1 above.
5. The Receiving Party undertake to limit the access to the Information to its employees to the extent these employees have an actual need for the Information, or to consultants hired in connection with the purpose described in section 1 above, and only provided that such employees and consultants are subject to the same non-disclosure obligations as those defined in this Agreement. Furthermore, The Receiving Party shall keep a record of all persons that have received Information and shall inform them and ensure that they comply with the obligations set out in this Agreement.
6. The Disclosing Party shall whenever desired be informed of how the Receiving Party secures the Information from being disclosed to others.
7. The Parties agree that the Information is and shall remain the property of the Disclosing Party, and that the Receiving Party does not acquire any proprietary rights in the Information though the Agreement. Unless otherwise agreed in writing, the Receiving Party shall return the Information upon the Disclosing Party`s request, including any copies that are not destructed.
8. The non-disclosure obligations in the Agreement does not encompass:
	1. Technical, commercial or any other information that was publicly known at the time when the Disclosing Party gave the Information to the Receiving Party, or that later becomes publicly known and generally available in the public domain without the Receiving Party being responsible.
	2. Information lawfully disclosed to the Receiving Party by a third party having the right to disclose the Information without restrictions on use or disclosure. If the Receiving Party has any such information, these shall be stated below:
	3. Information the Receiving Party has developed before and independently of the disclosed Information.

The Receiving Party has the burden of proof that Information is not encompassed by the Agreement.

1. The Agreement is valid until termination, and each party may terminate the agreement upon thirty (30) days’ written notice. Termination of the Agreement does not affect the Receiving Party’s obligations arising from the Agreement, including the obligation to treat all Information disclosed prior to the termination as confidential and the liability for damages pursuant to point 10 below.
2. The Receiving Party is liable for the Disclosing Party’s damages arising from violation of the Agreement pursuant to the general legal principles of liability for damages under Norwegian law. [Consider adding a point for liquidated damages]. The Receiving Party’s liability for damages applies if the violation of the Agreement is caused by a third party whom has received the Information in question from the Receiving Party.

1. The Parties disclaims all liability regarding the accuracy of the Information disclosed under the Agreement.
2. The Agreement is governed by and construed in accordance with the laws of Norway. Any dispute which is not settled amicably between the parties shall be subject to the exclusive jurisdiction of the Norwegian court.

This agreement is issued in two copies, of which the parties keep one each. An electronic or physical copy of the signed Agreement shall be considered equal to an original copy.

[We do NOT recommend entering into confidentiality agreements without having consulted with a legal adviser first. Get in touch for advice and review]

Place, date: Place, date:

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Signature for [Short name 1] Signature for [Short name 2]