**CONFIDENTIALITY AGREEMENT**

**Between**

**(the Inventor)**

**and**

**(the Recipient)**

1. The Inventor and the Recipient have concluded this agreement, the purpose being to govern the parties’ rights and obligations in connection with disclosure of confidential information from the Inventor to the Recipient (“Information”). The purpose of disclosing the Information is to [*state the purpose of the agreement*] and includes, but is not limited to, disclosure of Information regarding: [*description of product/project etc.*]
2. In this confidentiality agreement “Information” means any written (notwithstanding type of storage medium) and any oral information of any kind including prototypes etc. disclosed to Recipient in connection with the purpose of this agreement, cf. section 1. Subject to section 8 below, this applies regardless of whether the Recipient consciously has been provided with the Information or the Recipient accidentally has been acquainted with it. This also applies regardless of whether the Information has in any way been marked or stated as confidential or not.
3. The Recipient shall treat the Information as secret and confidential and in such a way that the Information remains inaccessible to others and general so that there is no risk that others will gain knowledge of the Information.
4. The Recipient shall not use the Information for any purposes other than the purpose stated above in section 1.
5. The Recipient undertakes to limit the disclosure of Information to employees in its own organization to whom access to the Information is considered strictly necessary and to advisors engaged in connection with the purpose of this agreement, cf. section 1 above. Furthermore, the Recipient shall keep a record of all persons that have received Information and shall inform them of the obligations pursuant to this agreement. It is the Recipient’s responsibility to ensure that the people that have received Information comply with the obligations set out in this agreement.
6. Inventor shall whenever he/she desires be informed of how the Recipient secures the Information from being disclosed to others.
7. The parties agree that the Information is and shall remain the property of the Inventor and that the Recipient holds no rights to the Information. Furthermore, the parties agree that the Recipient not is entitled to make copies of the Information unless the Inventor has signed the following statement:

*Inventor hereby grants the Recipient a right to copy the Information to the extent necessary for an adequate handling of the Information.*

*Signature:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If not otherwise agreed in writing, the Recipient shall, upon request from Inventor, immediately return the Information and any copies to the Inventor.

1. This Agreement does not comprise:
	1. Technical or any other information that was publicly known at the time the Inventor gave the Information to the Recipient or that later becomes publicly known without the Recipient being responsible.
	2. Information that has become lawfully known to the Recipient directly or indirectly through other persons than the Inventor. Any such information shall be stated below:
2. Each party may terminate this agreement with thirty (30) days’ written notice. The termination will not affect the Recipient’s obligations under this agreement, including the obligation to treat the Information with secrecy and confidentiality, with respect to Information received prior to the termination.
3. *[Additional provisions*]
4. The Recipient shall indemnify the Inventor of any loss arising of its breach of this Agreement. This also applies if the breach was committed by a third party having received the Information from the Recipient.
5. This agreement shall be 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.

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This agreement is issued in two copies, of which the parties keep one each.

Place, date:

(Signature Inventor) (Signature Recipient)

Drafted by Advokatfirmaet Simonsen Vogt Wiig AS