

2014-XX-XX Dnr SU FV-X.X.X-XX-13

# Non-disclosure agreement

### 1. Parties to the agreement

Stockholm University 202100-3062 106 91 Stockholm



Corporate identification number/Personal identity number Address

### 2. Background



## 3. Confidential information

Confidential information includes.... This applies regardless of whether the information has been provided orally, in writing, electronically, or otherwise obtained while working on the project.

Confidential information does not include:

- information that is publicly known (through means other than a breach of this or any other non-disclosure agreement);
- information that was already known to X prior to signing this agreement;
- information disclosed to X by a third party without a breach of confidentiality.

### 4. Confidentiality

Commented [j1]: Person or organisation.

**Commented [j2]:** Description of the context that prompted the signing of this non-disclosure agreement.

**Commented [j3]:** Here it is important to clearly specify what kind of information about Stockholm University should be protected.



Subject to this non-disclosure agreement, X agrees not to disclose confidential information to a third party for the duration of the agreement. However, confidential information may be disclosed:

- if the information is clearly of such nature that it can be disclosed to a third party without causing harm to Stockholm University;
- if permitted by Stockholm University;
- if the information is to be regarded as public by law or regulation;
- on a need-to-know basis to employees at X who are working on the project.

#### 5. Return of confidential information and material

Any material containing confidential information that X has received should be returned to Stockholm University upon completion of the project or upon request by Stockholm University. This includes any copies and other reproductions of the information, as well as any notes and reports relating to Stockholm University's operations.

#### 6. Responsibility for employees

X is responsible for ensuring that its employees who are working on the project abide by the terms of this agreement.

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### 7. Agreement period

The obligation to protect confidential information applies for the entire duration of the agreement and a period of XX years thereafter.

This contract shall be governed by the substantive law of Sweden.

The courts of Sweden shall have exclusive jurisdiction over any claim dispute or difference which may arise out of, or in connection with this Agreement, and Stockholm District Court (Sw. Stockholms tingsrätt) shall be the court of first instance,

#### **Signatures**

Place and date

**Commented [j4]:** Used in case the second party is an organisation with multiple employees working on the project.

**Commented [j5]: Fine.** Where appropriate, a monetary fine can be used as a penalty for breaches of the confidentiality provisions in this agreement.

**Commented [j6]:** Depending on the context, an appropriate confidentiality period may vary between 1 and 5 years.



Name in block letters, title Stockholm University

Name in block letters, title  $\boldsymbol{X}$