**NON DISCLOSURE AGREEMENT**

Hereinafter referred to as “**the Agreement**”

Between the undersigned:

**Hitachi Zosen Inova** **AG** (**“HZI”**).

Swiss limited company (Canton Zurich)

Main place of business: Hardturmstrasse 127, 8005 Zurich, Switzerland

Commercial Register number: CHE-105.894.972

And

**Partner**

**Hitachi Zosen Inova and Partner** will each be designed by “**Party**” and collectively by “**Parties**”.

**RECITALS**

**(…)**

**NOW, THEREFORE, in consideration of the mutual agreements of the Parties, the Parties hereby agree as follows:**

1. **Definitions**
   1. “**Confidential Information**”: any information or data of all sorts, in particular of a technical, financial, or economic nature and includes, but is not limited to, plans, studies, schemas, drawings, computer programs, prototypes and samples whatever their form and their medium, identified/marked or not with “Confidential”, including oral communication, written communications or fixed on any support, that the Parties will be required to communicate in the context of the Project.
   2. “**Disclosing Party**”: the party who communicates confidential information to the other party.
   3. “**Project**”
   4. “**Receiving Party**”: the party who receives confidential information from the other party.
2. **Confidentiality undertaking**
   1. The Receiving Party will keep strictly confidential and agrees not to disclose or communicate to third parties, by any means, information which will be given by the Disclosing Party or information to which the Receiving Party will have access by the execution of this Agreement, nor to enable the disclosure of Confidential Information.
   2. The Receiving Party will take all necessary measures to keep confidential this information. The Receiving Party shall keep the Confidential Information under lock and key and reasonably protect its computer systems against access by unauthorized persons.
   3. The Receiving Party will only communicate Confidential Information to the members of its personal who are required to know and utilize them.
   4. However, the Receiving Party has the right to communicate Confidential Information to all third parties implied in the implementation and/or execution of the Project when the communication of this Confidential Information appears necessary for the good execution of the Project. Third parties may include for example individual employees of the mother company or of any subsidiary.
   5. The Receiving Party will take all measures for having its employees and any third parties implied in the implementation and/or execution of the Project treating Confidential Information as required by the confidentiality and utilization provisions of this Agreement.
   6. The Receiving Party hereby agrees that it will not, directly or indirectly, contact any entity or party introduced by the Disclosing party for the purpose of avoiding the payment to the Disclosing Party of any remuneration.
   7. The Confidential Information obtained by the Receiving Party may only be used for implementing this Project. The Receiving Party agrees it shall not use any advantages derivable from Confidential Information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.
   8. The Receiving Party shall not reverse engineer, disassemble, decompile or reproduce any software, sample, prototype or other tangible object which embodies the Confidential Information.
   9. The Receiving Party shall not file an application for patent or other industrial property right on any invention, development or improvement derived from the Confidential Information without the prior written consent of the Disclosing Party.
   10. The Receiving Party disclosing Confidential Information of the Disclosing Party, whether intentionally or not, will be subject to civil and criminal liability.
   11. The Receiving Party understands that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Information it provides to the Receiving Party. The Receiving Party agrees that no liability can be derived from any act or omission of the Receiving Party based on the Confidential Information.
3. **Limits to confidentiality undertaking**

The provisions of this Agreement will not apply to information for which the Receiving Party can prove that it:

* 1. Was available to the public prior to its disclosure by the Disclosing Party or became available to the public afterwards other than as a result of a disclosure by the Receiving Party;
  2. Was available to the Receiving Party prior to its disclosure by the Disclosing Party;
  3. Was lawfully disclosed by a third party.

1. **Return of the Confidential Information**
   1. All Confidential Information disclosed to the Receiving Party remains the property of the Disclosing Party. Only the Disclosing Party shall have rights to this Confidential Information.
   2. The Disclosing Party is entitled to require the Receiving Party either to return or to destroy all or part of the disclosed Confidential Information.
2. **Term and effectiveness**
   1. This Agreement takes effect on DATE and remains in force until DATE, 12:00 p.m.
   2. The confidentiality provisions of this Agreement will apply for the duration of the contract and also 2 years after its term or termination whatever the reason.
3. **General Provisions**
   1. This Agreement expresses the entire agreement of the Parties and must be performed in good faith.
   2. This Agreement shall be governed by and construed in accordance with the laws of the United States.
   3. In case of problems of interpretation of this Agreement, the Parties shall first seek a solution based on their own mutual agreement. If disagreement persists, it shall be resolved by the court of PLACE.

Done in two authentic copies, one for each party.

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_.\_\_\_\_\_\_.20\_\_

For HZI For Partner

Name: Name: