

 EUWA ASSOCIATION OF EUROPEAN WHEEL MANUFACTURERS EUWA - Standards	<h1>Unilateral Non-Disclosure Agreement</h1>	NDA Issue 00
		30.03.2020 Page 1 of 2

Former issues of this standard: initial release, no former revision available

THIS AGREEMENT is effective this ___ day of _____, 2020, by and between the Association of European Wheel Manufacturers, with offices at [address] (“EUWA”) and [counterparty name] a [type of entity], with offices at [counterparty address] (“acronym counterparty”).

WHEREAS, [acronym counterparty] is interested in receiving from EUWA certain Confidential Information (as defined in clause 1 below) in order to evaluate such Confidential Information for its own purposes in relation to [add description of purpose] (“Purpose”);

WHEREAS, EUWA and [acronym counterparty] wish to protect and limit the disclosure of any and all proprietary and confidential information disclosed by EUWA to [acronym counterparty] prior to and after the effective date of this Agreement.

NOW, THEREFORE, as consideration for EUWA’s disclosure of proprietary and confidential information to [acronym counterparty] and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, [acronym counterparty] and EUWA agree as follows:

- For the purposes of this Agreement, “Confidential Information” shall mean and include: (a) any and all technical, business or financial information or property owned by or licensed to EUWA or otherwise relating to EUWA which is heretofore or hereinafter disclosed to [acronym counterparty], including but not limited to information regarding products, processes, finances, operations, apparatus, computer software, know-how, trade secrets, inventions, equipment, tools, molds, dies, fixtures, parts, prototypes, samples, drawings, test results, material and manufacturing specifications, and any other ideas or information relating to wheels, wheel components, and (b) any information derived by [acronym counterparty] from the information identified in subparagraph 1(a).

Confidential Information shall not include any information which (a) was known to [acronym counterparty] at the time of disclosure as evidenced by [acronym counterparty]’s written records, or (b) after disclosure by EUWA, is lawfully obtained by [acronym counterparty] from a third party who has the right to disclose such information to [acronym counterparty], or (c) legally enters the public domain or is generally available to the public other than by an unauthorized act by [acronym counterparty] or the party to which such information was originally disclosed; provided, however, Confidential Information which is composed of a combination, compilation or sequential arrangement of individual elements or features which individual elements are available to the general public or are or were known or become known to [acronym counterparty], shall be considered Confidential Information with respect to such combination, compilation or sequential arrangement.

- Except as specifically allowed in this Agreement, [acronym counterparty] agrees not to directly or indirectly disclose, reproduce, divulge, disseminate, publish, reveal or otherwise make known: (a) the Confidential Information; and/or (b) that [acronym counterparty] has executed this Agreement.
- [acronym counterparty] further agrees and acknowledges that the Confidential Information shall at all times be kept in a secure location and to undertake the following additional obligations:
 - To use the Confidential Information for the sole purpose of the evaluation the Confidential Information in relation to the Purpose;
 - Not to copy, in whole or in part, the Confidential Information, except for the uses defined in subparagraph 3(a) above, subject to the limitations contained in subparagraph 3(e) below;
 - Not to disclose Confidential Information to individuals not employed by [acronym counterparty];

Document valid with signature only	The electronic generated version without signature is for informal purpose only
EUWA specific responsibility for content: Technical Commission Responsible Department for release: Competence Center Main changes to last issue: ---	EUWA Technical Commission EUWA Competence Center - Tel.: +49 2373 7602920
Confidential. All rights reserved. Propagation or duplication not permitted without valid EUWA approval	Customers and EUWA members can download this NDA for informal purposes via www.euwa.org or ask for a copy

- (d) To limit disclosure of the Confidential Information to only those employees who have a need to know the Confidential Information in order to perform their duties with respect to subparagraph 3(a) above; and
 - (e) To immediately return to EUWA the Confidential Information upon request by EUWA.
4. [acronym counterparty] acknowledges and agrees that the Confidential Information is the exclusive property of, is proprietary to, and contains valuable trade secrets of, EUWA and that any improper disclosure or unauthorized use of such information will cause irreparable harm and loss to EUWA. In the event of a breach, or threatened breach, of this Agreement, [acronym counterparty] consents, and acknowledges EUWA entitlement, to immediate injunctive relief restraining [acronym counterparty] from disclosing, in whole or in part, any Confidential Information, in addition to damages for such use or disclosure.
 5. In the event [acronym counterparty] shall be compelled by any court or competent administrative authority having jurisdiction over [acronym counterparty] to disclose Confidential Information, [acronym counterparty] shall provide EUWA with immediate notice of such request so that EUWA may seek a protective order, or take such other action, as EUWA may deem appropriate. In no event shall [acronym counterparty] disclose such information without notifying EUWA prior to disclosure.
 6. This Agreement (a) shall become effective as of the date hereof, (b) shall be construed under the laws of Switzerland, notwithstanding the conflict of law's provisions of Switzerland or any other state or jurisdiction, (c) shall survive the expiration, termination or cancellation of any other agreement or business relationship between EUWA and [acronym counterparty], and (d) shall be binding upon and inure to the benefit of the parties respective successors and assigns. The parties agree that any and all claims or disputes arising under or relating to this Agreement shall be adjudicated exclusively by the Courts in Zurich, Switzerland, which Court, the parties agree, shall have personal jurisdiction over them. The parties agree they will bring all claims arising under or relating to this Agreement in such Court, and that they shall not raise objections of inconvenient forum. EUWA may, however, also assert its rights at the domicile of [acronym counterparty].
 7. This Agreement constitutes and embodies the entire understanding between the parties relative to Confidential Information, and may only be modified by a formal written amendment to this Agreement signed by each party.

WHEREFORE, EUWA and [acronym counterparty] have executed this Agreement as of the date set forth above.

Association of European Wheel Manufacturers

[Counterparty Name]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Recipient's Signature

Print Name

Date

Document valid with signature only	The electronic generated version without signature is for informal purpose only
EUWA specific responsibility for content: Technical Commission Responsible Department for release: Competence Center Main changes to last issue: ---	EUWA Technical Commission EUWA Competence Center - Tel.: +49 2373 7602920
Confidential. All rights reserved. Propagation or duplication not permitted without valid EUWA approval	Customers and EUWA members can download this NDA for informal purposes via www.euwa.org or ask for a copy