### Confidentiality undertaking

for Steering Group member (not a party to the Consortium Agreement)

(hereinafter referred to as the “**Undertaking**”) made and entered into by

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “**Recipient**”)

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Recipient agrees as follows:

**1. BACKGROUND AND PURPOSE**

* 1. For the purpose of the Recipient’s participation in the Steering Group of the Business Finland funded Public Research Project “**name of the Public Research Project**” (hereinafter referred to as the “**Purpose**”) the organisations and/or persons participating in the Steering Group of the above mentioned Public Research Project (hereinafter referred to as the “**Project Participants**”) may disclose confidential information in their possession to the Recipient under the terms of this Undertaking as they deem appropriate and desirable.

**2. CONFIDENTIALITY**

* 1. “**Confidential Information**” shall mean any information, including but not limited to any kind of research, business, commercial or technical information and data as well as any apparatus, modules, samples, prototypes or parts thereof generated in the Public Research Project and/or disclosed by or on behalf of the Project Participants to the Recipient in connection with the Purpose, irrespective of the medium in which such information is embedded provided that such information is clearly marked as confidential. The Party disclosing oral information intended as confidential information shall, at the time of disclosure, state that the information is confidential and within ……. (..) days provide confirmation in writing of its confidential nature.
	2. The Recipient shall hold the Confidential Information disclosed to it in confidence. The Recipient shall not disclose the Confidential Information to any third party without a prior written consent of the discloser. The Recipient acknowledges that the use of the Confidential Information shall be strictly limited to the Purpose.
	3. Confidential Information disclosed pursuant to this Undertaking and any rights related thereto, including but not limited to rights of patent, trademark, copyright and other intellectual property rights, remain the exclusive and absolute property of the disclosing Project Participant. No license to the Recipient, under any trademark, patent, copyright or any other intellectual property right is either granted or implied by conveying the Confidential Information to the Recipient.
	4. The Recipient shall not, except as and to the extent required to enable it to carry out the Purpose, make any copies or reproduce the disclosed Confidential Information. Such copies or reproductions shall be subject to the terms of this Undertaking. The Recipient shall take such steps as are reasonably necessary to restrict access to and protect the confidentiality of such copies or reproductions of the Confidential Information.

**3. EXCEPTIONS**

3.1 The confidentiality obligation of this Undertaking shall not apply to information which, as proven by the Recipient:

a) at the time of the disclosure is in the public domain; or

b) after disclosure, becomes part of the public domain otherwise than by breach of this Undertaking; or

c) has already been in the possession of the Recipient prior to the disclosure hereunder; or

d) the Recipient receives from a third party without confidentiality obligation; or

e) is released for disclosure by prior written consent of the disclosing Project Participant; or

f) has been independently conceived or developed by the Recipient without exploiting Confidential Information

g) has to be disclosed or made public under law or other statute or decision by Business Finland or order of a court of law or other authority. The Recipient is obligated to inform the Project Participants promptly if it under said obligation or it seems likely to be obligated to disclose the Confidential Information.

**4. FURTHER AGREEMENTS**

* 1. All Confidential Information is provided only for the Purpose and the Recipient agrees to use the Confidential Information disclosed exclusively for the Purpose. Any further use of the disclosed Confidential Information is subject to a separate written agreement.
	2. On the request of the disclosing Project Participant made at any time (a) the Confidential Information, including all copies, shall be returned to the discloser and (b) all other embodiments of the Confidential Information in the possession of the Recipient, including all copies, and/or any other form or reproduction and/or description thereof made by the recipient, shall at discloser's option, be returned by prepaid registered mail or by personal delivery or destroyed.
	3. The Recipient agrees that all Confidential Information and all intellectual property rights, including without limitation, copyright, in the Confidential Information shall remain the sole property of the Project Participant concerned. Nothing contained in this Undertaking shall be construed, by implication or otherwise, as an obligation to enter into any further agreement(s) relating to the Confidential Information, or as a grant of license or right to the Recipient to use the Confidential Information received for other purposes than set forth in this Undertaking. In addition, nothing in this Undertaking shall be construed as establishing any joint venture, partnership, employment, agency or other business relationship between the Project Participant(s) and the Recipient.
	4. The Recipient agrees not to disclose to the Project Participants any confidential or proprietary information of the Recipient or a third party. The Recipient agrees that the Project Participants shall have unrestricted right to use any information disclosed by the Recipient to the Project Participants, including the right to modify and develop it independently or with third parties and to disclose or license it to third parties without accounting to, or seeking the consent of the Recipient or third parties.
	5. The Recipient agrees to comply with the provisions of section 2.1 of Business Finland General terms and conditions for funding for public research (Annex A).

**5. TERM**

* 1. This Undertaking shall become effective retroactively as of the date of commencement of the membership of the Recipient in the Steering Group after it has been signed by the Recipient and shall remain in force until the termination of the Public Research Project specified in article 1.1, unless terminated earlier in accordance with this Undertaking. This Undertaking may be terminated with immediate effect at any time by the Project Participant, who has nominated the Recipient, by giving written notice thereof to the Recipient. The obligations set forth in this Undertaking in respect of each disclosure of Confidential Information shall remain valid for …… (..) years from the date of the disclosure.

**6. MISCELLANEOUS**

* 1. This Undertaking is acknowledged to have been made and shall be construed, governed, interpreted and applied in accordance with the laws of Finland without giving effect to its conflict of laws provisions.
	2. Any controversy, claim or dispute arising out of or relating to this Undertaking, shall be settled in Helsinki District Court, except for such matters for intellectual property and copyright, which has been enacted to be within the jurisdiction of the Market Court.

IN WITNESS WHEREOF, the Recipient has duly executed this Undertaking in duplicate originals;

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

Date: \_\_\_ / \_\_\_ / 20\_

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

Name in Print (person/organisation):

Address:

ANNEX A

**BUSINESS FINLAND FUNDING TERMS**

**2.1 Composition and tasks of the Steering Group**

Public Research Projects must have a Steering Group which, in addition to the recipient, may include third party experts and/or representatives of companies. Companies that have co-funded the Public Research Project or provided other types of contribution necessary for the implementation of the Public Research Project have the right for representation in the Steering Group. The implementation of the contribution must be appropriately documented and recorded in the Steering Group minutes that are delivered to Business Finland in connection with the Public Research Project’s reports.

The Steering Group for the Business from Research Ideas project must include an adviser on commercialisation. In the case of **Joint Action**, the Steering Group must include representatives from possible benefiting organisations. Business Finland does not accept compensations to possible representatives of benefiting organisations for Steering Group work or their travel expenses caused by attendance at Steering Group meetings as eligible project costs.

The adviser members of the Steering Group must be selected as individual members based on their personal expertise. Adviser members may not authorise other persons to the Steering Group. An adviser may simultaneously work as a Steering Group member in several projects simultaneously. The beneficiary of the Public Research Project selects and dismisses adviser members of the Steering Group. Compensations to adviser members of the Steering Group for the steering group work or their travel expenses caused by attendance at the meetings are considered eligible project costs. In the reimbursement of such project costs, the regular practices of the beneficiary are followed.

The Steering Group agrees its meeting practice and its decision-making process in its initial meeting and any significant project changes must be approved by all organisations that have provided funding or other types of contribution. The Steering Group serves in an advisory role in the Public Research Project. The Steering Group does not have the power to make decisions binding to the beneficiary in the Public Research Project, nor can such power be delegated to it. The Steering Group confirms to the proposals for project changes made by the accountable Public Research Project leader to Business Finland.

A representative of Business Finland shall have the right to participate in Steering Group meetings. All invitations to meetings and minutes of the meetings must be delivered to Business Finland concurrently and with the same contents as to the Steering Group members.