



REPUBLIC OF GHANA

**MINISTRY OF ENVIRONMENT, SCIENCE, TECHNOLOGY
AND INNOVATION (MESTI)**

**GHANA JOBS AND SKILLS PROJECT
Credit # 6716-GH
PROJECT ID: P166996**

DEVELOPMENT OF FRAMEWORK FOR TECHNOLOGY TRANSFER

MODEL TECHNOLOGY TRANSFER AGREEMENTS

Non-Disclosure Agreement

APRIL, 2023

THIS NON-DISCLOSURE AGREEMENT is made this.....day of.....20--
BETWEEN, of (address) (hereinafter referred to
as “**PARTY A**”) of the one part **AND**, of
..... (hereinafter referred to as
“**PARTY B**”) of the other part. Party A and Party B each shall be referred to herein as a “**Party**”
and together as the “**Parties**”.

WHEREAS,

- A. (“the parties”) for their mutual benefit for the purpose of.....(hereinafter
“referred to as “the project”) may have exchanged and wish further to exchange certain
information of a confidential nature and wish to protect such information in the manner set
out in this Agreement and in consideration of same;

- B. During the performance of their stated roles, the Parties may share certain proprietary
information in the form of research results and related Intellectual Property. The Party from
time to time disclosing Confidential Information, as herein defined, shall be referred to as the
“**Disclosing Party**” with respect to such Confidential Information and the Party from time to
time receiving such Confidential Information shall be referred to as the “**Recipient**” with
respect to such Confidential Information.
 - (a) For purposes of this Agreement, “Confidential Information” means any
data, agreements or information that is proprietary to the Disclosing Party
and not generally known to the public, whether in tangible or intangible
form, whenever and however disclosed, including, but not limited to any
information that should reasonably be recognized as confidential
information of the Disclosing Party
 - (b) Notwithstanding anything in the foregoing to the contrary, Confidential
Information shall not include information which: (i) was known by the
Recipient prior to receiving the Confidential Information from the
Disclosing Party; or (ii) becomes rightfully known to the Recipient from
a third-party source not known (after diligent inquiry to the satisfaction of
the Disclosing Party) by the Recipient to be under an obligation to

Disclosing Party to maintain confidentiality; or (iii) becomes publicly available through no fault of the Recipient in breach of this Agreement; or (iv) is required to be disclosed in judicial proceedings, or is otherwise requested or required to be disclosed by law or regulation.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

1. DISCLOSURE OF CONFIDENTIAL INFORMATION

The Recipient may communicate the confidential information to such of its directors, employees and expert advisers as need to know the confidential information for the purposes of this Agreement who are bound by obligations of confidentiality to the Recipient at least to the extent imposed upon the Recipient by this Agreement.

2. CONFIDENTIALITY

2.1 The Recipient shall keep the confidential information it receives, comes into possession of or gains an awareness of in connection with the Potential Transaction, secret and confidential, and must not disclose to any person or make known in any manner any part of the confidential information, or use the confidential information in any manner, without the prior written consent of the Discloser, which the Discloser shall be at liberty to give or to decline to give in the Discloser's absolute and uncontrolled discretion.

2.2 The Recipient shall be relieved from the Recipient's obligations contained in clause 2.1 in respect to any confidential information which:

- (a) the Recipient can show was in the possession of the Recipient (other than by having been obtained from or disclosed by the Discloser, or a person who came into possession of the confidential information directly or indirectly from the Discloser irrespective of the number of intermediate disclosures) at the date of the disclosure;
- (b) becomes part of the public domain otherwise than by a breach of clause 2.1; or
- (c) the Recipient can show was received in good faith from a source other than the Discloser.

- 2.3 The Recipient acknowledges that damages may be an inadequate remedy to the Discloser in the event of any breach of this Agreement occurring, and that an injunction, among others, might be additional measures, to properly protect the interests of the Discloser.
- 2.4 If the Recipient is required by law to make a disclosure of any part of the Confidential Information, then to that extent only, and not otherwise, the Recipient is relieved from the obligations in clause 2.1., only if he has provided adequate prior information to the Discloser that he is being compelled by law to disclose the Confidential information to allow the Discloser to take necessary legal protective measures.

3. **OWNERSHIP OF CONFIDENTIAL INFORMATION**

The Recipient acknowledges that all of the confidential information of the Discloser and any inventions, discoveries or improvements based on or in any way using or derived from the confidential information of the Discloser shall become and shall at all times remain the absolute and sole property of the Discloser.

4. **INFRINGEMENT OF CONFIDENTIALITY**

If the Recipient shall learn or believe that:

- (a) any unauthorised person has come into possession of any part of the confidential information;
- (b) any unauthorised person is doing anything in contravention of rights that attach to and arise from the confidential information,

the Recipient must immediately report full particulars to the Discloser, and must provide to the Discloser all reasonable assistance and information it may request with respect to that information.

5. **TERM**

The term of this agreement shall be the duration of the research project and Days/months thereafter.

6. **RETURN OF CONFIDENTIAL INFORMATION**

- 6.1 The Discloser may at any time by notice in writing require the return to it of its confidential information.
- 6.2 Within 7 days of receipt of a notice pursuant to clause 6.1 the Recipient must deliver to the Discloser all the Discloser's confidential information in the Recipient's possession together with all copies of all the Discloser's confidential information in its possession:
- (a) provided by the Discloser; or
 - (b) which the Recipient has for any reason made.
- 6.3 Any part of the confidential information which cannot conveniently be returned by the Recipient to the Discloser shall be completely destroyed in such manner and at such time as directed by the Discloser, including by deletion from all computer records and electronic or magnetic storage devices.

7. **INDEMNITY**

- 7.1 The Recipient acknowledges that any breach by it of any of its obligations of confidentiality may result in irreparable injury to the Discloser.
- 7.2 In seeking enforcement of any of these obligations, the Discloser is entitled (in addition to other remedies) to injunctive and other equitable relief to prevent or restrain a breach of this Agreement by the Recipient.
- 7.3 The Recipient agrees to indemnify and keep indemnified the Discloser against all costs, damages, losses and expenses which the Discloser may suffer directly or indirectly or are incurred by reason of a disclosure of any of the confidential information in breach of this Agreement, whether by the Recipient or any person connected with the Recipient (including but not only persons who receive such information from the Recipient and the party's advisors whether or not they have provided a separate undertaking to the Discloser).

8. **STATUS OF DISCUSSIONS**

Entry into this Agreement and discussions or negotiations does not constitute a representation by either party that a commercial relationship will necessarily be negotiated on any particular terms, or at all. No commercial or other relationship (other in respect of obligations of confidentiality as provided for in this Agreement) shall exist or be deemed

to come into existence until evidenced in writing signed by the relevant party or parties. Subject to any further agreement in writing (and excepting costs and other sums payable in the event of a breach of this Agreement), each party shall bear its own costs in respect of entry into this Agreement and of all discussions and negotiations.

9. **APPLICABLE LAW**

This Agreement is made and entered into in the Republic of Ghana. Parties agree to submit themselves to the exclusive jurisdiction of the laws in force for the time being in Ghana and to the exclusive jurisdiction of the courts of Ghana.

10. **INTERPRETATION**

- 10.1 If any party to this document comprises two or more persons, then the obligations of those persons shall be joint and several.
- 10.2 A provision of this document (including any agreement, representation or warranty) which is in favour of two or more persons is for the benefit of them jointly and severally.
- 10.3 A reference to information as being provided or disclosed by a party (however expressed) includes information provided or disclosed by a representative of a party or otherwise from or on behalf of a party. Where it applies to providing information, "provide" includes (but is not limited to) "disclose".
- 10.4 References to any person or to any party to this Agreement shall include that person's or party's executors, administrators, successors and permitted assigns.
- 10.5 Words denoting the singular number include the plural number and vice versa and words importing one gender include the other genders.
- 10.6 The headings in this document are for reference only and shall not form part of this document or affect its construction or interpretation.
- 10.7 References to writing include any mode of representing or reproducing words in tangible and permanently visible form.
- 10.8 References to this document include its recitals and any schedule or annexure.

10.9 Unless otherwise provided in this document a party which acts as a trustee of a trust or trusts executes this document both in its own right and as trustee of that trust or trusts and in so doing is not acting in breach of trust.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their respective hands the day and year first above written.

SIGNED by the above named XXXXXXXX

.....

...

..... (Name)

Signature of XXXXXXXXXXX

In the presence of:

.....

Signature

Name:

Address:

Occupation:

SIGNED by the above named YYYYYYYYYY

.....

..... (Name)

Signature of YYYYYYYYYY

In the presence of

.....

Signature

Name:

Address:

Occupation: