

# Mutual Non-Disclosure Agreement

between

Participants of the CTI Entrepreneurship Course  
„**Business Concept**“

and

Startup Campus c/o ZHAW School of Management and Law,  
represented by **Jacques Hefti** and further Trainers/Experts

(Individual Participants or Startup Campus referenced to as a “Party” or jointly “the Parties”)

## Preamble

The Parties are participating in the CTI Entrepreneurship Course **Business Concept** (referenced to as “Course”) during which it may be necessary to disclose confidential information to each other. The Parties shall therefore be obliged to keep such information confidential and to not disclose this information to any third party by means of this Agreement (“Agreement”). This confidentiality obligation shall not be dependent on whether Parties decide to collaborate beyond the scope of the Course or not.

## 1. Definition

“Information” shall be all confidential information as mentioned in the Preamble disclosed by one Party to another in written, oral or any other form. It may be constituted of data, drawings, sketches, plans, descriptions, specifications, measurement results, calculations, expertise, processes, samples, know-how and concepts or other elements.

## 2. Use of Information

Within the scope of the Agreement, the parties disclose Information to each other for verification and to evaluate mutual interest for collaboration related to the information.

## 3. Non Disclosure Obligation

The Parties agree to keep Information secret and not to disclose it to any third party. The Parties agree that a receiving Party needs to make necessary arrangements that no third party may get access to Information of the disclosing Party. In particular, a Party will only grant access to the Information to those partners or employees or anyone else, after he or she agreed to the same confidentiality and non-disclosure obligations for the Information as set forth in this Agreement.

#### **4. Exceptions of the Non-Disclosure Obligation**

The Agreement does not apply to Information for which the receiving Party can prove that that

- a. it had legally acquired access to the Information before receiving it from the disclosing Party
- b. the Information was publicly available before the disclosure in the scope of the Agreement
- c. the Information was disclosed without fault or participation of the receiving Party
- d. it had developed the Information by itself or in collaboration with a third party before disclosure in the scope of this agreement
- e. the Information is essentially identical to information that the receiving party had independently and legally access to
- f. it was explicitly authorized by the disclosing Party to disclose the information

#### **5. No License or Rights to Information**

All disclosed Information remains the property of the disclosing Party. The receiving Party agrees to return or destroy any written documents, electronic copies, samples or other tangible form of Information when asked to do so by the disclosing Party.

The Agreement may not be construed to solicit any Information from a Party or to expect a certain quality, usefulness, correctness, completeness or any other warranties or liabilities concerning disclosed Information.

The receiving Party uses the disclosed Information at its own risk.

Nothing in this Agreement shall be construed as a partnership, joint venture or similar type of collaboration between the Parties.

#### **6. Term of the Agreement**

This Agreement and the related Non-Disclosure Obligation shall end one (1) year after the last signature.

#### **7. Applicable Law**

This Agreement shall be governed by Swiss Law. As far as legally admissible, the Parties agree that Zurich shall be the choice of jurisdiction.

#### **8. Severability**

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

The Parties agree that the invalid or unenforceable provision shall be replaced by a provision of which the economic effect comes as close as possible to what the Parties originally agreed.

# STARTUP CAMPUS

CTI Entrepreneurship Training

Zurich - Eastern Switzerland

## Participants (Date, Signature):

\_\_\_\_\_/\_\_\_\_\_  
(First Name Surname, Participant 1)

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(First Name Surname, Participant 2)

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(First Name Surname, Participant 3)

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(First Name Surname, Participant 4)

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(First Name Surname, Participant 5)

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(First Name Surname, Participant 6)

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(First Name Surname, Participant 7)

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(First Name Surname, Participant 8)

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(First Name Surname, Participant 9)

# STARTUP CAMPUS

CTI Entrepreneurship Training

Zurich - Eastern Switzerland

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(First Name Surname, Participant 10)

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# STARTUP CAMPUS

CTI Entrepreneurship Training

Zurich - Eastern Switzerland

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# STARTUP CAMPUS

CTI Entrepreneurship Training

Zurich - Eastern Switzerland

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(First Name Surname, Participant 36)

**Startup Campus represented by Instructors/Experts (Date, Signature):**

**Jacques Hefti, Co-Director STARTUP CAMPUS**

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**Instructor & Trainer**

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(First Name Surname, Instructor / Expert 1)

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# STARTUP CAMPUS

CTI Entrepreneurship Training

Zurich - Eastern Switzerland

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