CCM-02-A Form12-2

Non-Disclosure Agreement

(*Name of the discloser*) (hereinafter referred to as “Discloser”) and the Information-technology Promotion Agency, Japan (hereinafter referred to as IPA) agree that the following terms and conditions apply, when Discloser discloses confidential information to IPA in the course of receiving services from IPA as the Certification Body under the Japan Information Technology Security Evaluation and Certification Scheme and other incidental services (including assurance continuity, hereinafter collectively referred to as “Certification Services”) with respect to the application accepted by IPA on (date) [Reception number: ].

(Purpose)

Article 1. The purpose of this Agreement is to provide appropriate protection for confidential information which Discloser discloses directly or through the Evaluation Facility to IPA or which comes to the knowledge of IPA in the course of providing Certification Services.

 (Obligation of Confidentiality)

Article 2.1. IPA will protect the confidential information of Discloser as defined in the following provision of Article 2.2. (hereinafter referred to as “Confidential Information”) by using a reasonable degree of care, and shall not copy or disclose to any third party without prior written approval of Discloser.

Article 2.2. Confidential Information shall mean technical or business information which Discloser discloses directly or through the Evaluation Facility to IPA or which comes to the knowledge of IPA in connection with Certification Services and which is:

(1) technical data, drawings and other relevant materials delivered by Discloser to IPA in tangible form clearly labeled as confidential at the time of disclosure, or information disclosed by Discloser to IPA in electromagnetic form designated by IPA; or

(2) information disclosed by Discloser to IPA orally or in form other than those prescribed by the preceding item (1), identified as confidential at the time of disclosure and within thirty days after the disclosure, designated in writing as confidential.

Article 2.3. Notwithstanding the provisions of Articles 2.1 and 2.2, no obligation of confidentiality applies to any information that:

(1) is publicly available at the time of disclosure by Discloser;

(2) becomes publicly available without breach of this Agreement by IPA;

(3) is already possessed by IPA prior to the time of disclosure or rightfully received by IPA without obligation of confidentiality from a third party; or

(4) is approved by Discloser in writing for disclosure.

Article 2.4. The provision of Article 2.1 shall not apply to the disclosure that:

(1) is made to the extent required by the law; or

(2) is deemed as reasonable by IPA in light of the request from national or local governments and is approved by Discloser prior to the disclosure: provided, however, that IPA must give Discloser notice of the disclosure.

Article 2.5. IPA will treat any copy, modification or compilation of Confidential Information as the Confidential Information under this Agreement.

(Restricted Use)

Article 3. IPA may not, without prior written approval of Discloser, use Confidential Information for purposes other than provision of Certification Services.

(Liability)

Article 4. When IPA breaches any provision of this Agreement, Discloser is entitled to recover ordinary damages foreseeable under ordinary circumstances: provided, however, that under any circumstances, IPA shall not be liable for special damages or for lost profits or savings.

(Expenses for preparation of this Agreement)

Article 5. Each party shall bear its own expenses incurred for preparing this Agreement.

(Changes to the Agreement)

Article 6. Any change to this Agreement shall not be valid unless duly authorized representatives or attorneys of Discloser and IPA sign it.

(Entire Agreement)

Article 7. This Agreement is the complete agreement regarding the subject matter as of the date hereof and if any inconsistency is found between this Agreement and all prior discussions, understandings, materials, proposals and communications between the parties, this Agreement shall prevail over the latter.

(Prohibition of transfer of rights and obligations)

Article 8. Neither party, without prior written approval of the other party, shall transfer to any third party or allow any third party to take over any rights or obligations or the whole of this Agreement.

(Effective Term)

Article 9. This Agreement shall become effective on the first day when Discloser discloses Confidential Information to IPA and terminate after five (5) years from the date Certification Services to Discloser is terminated.

(Governing Law)

Article 10. This Agreement as well as all rights and obligations of each party hereto arising under or relating to this Agreement shall be governed by and construed in accordance with the laws of Japan.

(Jurisdiction)

Article 11. Both parties agree that Tokyo District Court shall have exclusive jurisdiction as the court of the first instance over any dispute and action regarding this Agreement.

[In the case of the contract in writing]

IN WITNESS WHEREOF, the parties hereof have caused this Agreement to be executed by affixing their duly authorized representatives’ names with signatures in two originals, each holding one copy.

[In the case of the electronic contract]

The parties hereof have caused this Agreement to be executed by creating an electronic contract file and affixing digital signatures. In this Agreement, this electronic contract file, which is electronic data, shall be the original, and the document printed from the same file shall be the copy thereof.

Date:

(Discloser):

*Address*

*Name of Discloser*

*Person responsible for the disclosure (Signature)*

*Title and department*

(IPA)

2-28-8 Honkomagome, Bunkyo-ku Tokyo

Information-technology Promotion Agency, Japan

Commissioner SAITO Yutaka 　 *(Signature)*