

1 PARTIES

1.1 Projektiammattilaiset ry (hereinafter also PRY)
bearing the Finnish Business Identification number 1110402-4
Tekniikantie 12, 02150 Espoo

1.2 natural person having accepted this Non-Disclosure Agreement (the Agreement) to participate in the IPMA certification exam (the Candidate).

Projektiammattilaiset ry and the Candidate hereinafter referred to as Parties and the Party alone.

2 BACKGROUND AND PURPOSE OF THE AGREEMENT

IPMA International Project Management Association is an international association focused on project management and has registered the IPMA trademark. Projektiammattilaiset ry organizes the IPMA certifications in Finland in accordance with the IPMA certification system on exclusive basis.

In the organization of the IPMA certification exam strict requirements set by IPMA are obliged to be followed regarding e.g. sufficient variation of questions between individual exams to ensure that the participants of certification exams cannot know the questions in advance and that the certification is based on trustworthy exam results.

If the questions asked in the exam were disclosed into public or to participants of the prospective certification exams, the purpose of the certification exam as trustworthy measure of competence cannot be fulfilled, and significant costs will incur to PRY due to renewal of the questions.

All the questions are material covered by copyrights belonging to PRY or to third parties. An Infringement of copyright may result in liability to indemnify provided in Chapter 7 of the Finnish Copyright Act and a liability for punishment provided in Chapter 49 of the Finnish Penal Code.

When the exam is organized by remote access, it is necessary to ensure the confidentiality of the questions with a written Non-Disclosure Agreement.

The purpose of this Non-Disclosure Agreement is to agree on the confidentiality of information concerning the IPMA certification exam and to agree on the confidentiality of any confidential information that the Candidate has received or will receive when participating in an IPMA certification exam organized by PRY.

By accepting the Agreement, the Candidate understands that by breaching the Agreement and disseminating confidential information the Candidate may cause significant damage to Projektiammattilaiset ry e.g. not only due to renewal of the questions but also due to the temporary suspension of PRY's IPMA certification exam activities arisen from the breach.

3 THE SUBJECT OF THE AGREEMENT

The Candidate agrees not to copy, record, photograph or in any other way store the questions

posed in the IPMA certification exam or one's own answers or other information obtained in the certification exam.

Furthermore, The Candidate agrees not to share by above-described ways or otherwise any received questions presented in the IPMA certification exam or one's answers or other confidential information obtained in the certification exam.

4 CONFIDENTIAL INFORMATION

For the purposes of the Agreement, Confidential Information shall mean all information obtained by the Candidate while participating in the IPMA certification exam including the questions posed in IPMA certification exam and the Candidate's own answers to them.

Such information that

- a) is public or generally available at the time of receipt,
 - b) has become public or generally available after the time of receipt other than by breach of the Candidate's obligations hereunder,
 - c) has verifiably been in the possession of the Candidate at the time of receipt, or
 - d) has been received from a third party without restraints as to the disclosure thereof,
- shall not be deemed as Confidential Information.

The Agreement shall cover Confidential Information which is provided to the Candidate after the acceptance of the Agreement.

5 LIQUIDATED DAMAGES

If the Candidate breaches or attempts to breach one's obligation to non-disclosure under the Agreement, the Candidate shall be obliged to pay PRY a contractual penalty of fifteen thousand (15 000) Euro.

6 TERM OF THE AGREEMENT

The Agreement shall become effective when the Candidate starts the exam.

Commitments under this Non-Disclosure Agreement shall be binding on the Candidate for a period of five (5) years after the acceptance of this Non-Disclosure Agreement.

7 APPLICABLE LAW

The Agreement is governed by the laws of Finland.