

2019 WORLD DESIGN ASSEMBLY NON-DISCLOSURE AGREEMENT

To: **WORLD DESIGN ORGANIZATION (WDO)™**

This Non-Disclosure Agreement (the “**NDA**”) by

(the “**Organization**”), in favour of the **World Design Organization (WDO)** (hereafter “**WDO**”) serves to confirm the Organization’s undertakings as a bidding organization in the bid process to host the 2019 World Design Assembly™ and, as applicable, the signing of the 2019 World Design Assembly Event Agreement (the “**Agreement**”) by the parties in the event that WDO selects the Organization as the designated host.

The Organization hereby declares and agrees as follows:

A. General

1. In this NDA, these terms shall have the following meaning:
 - (a) “**bidding organization**” means an organization that will submit a proposal to host the 2019 World Design Assembly accompanied by a signed Agreement and the processing fee as required by the bid process. The bidding organization will receive a copy the Agreement for signature following its submission of a signed copy of this NDA and an expression of interest form.
 - (b) “**designated host**” means the organization that is designated by WDO to be the host of the 2019 World Design Assembly.
2. The Organization represents and warrants to WDO that the person(s) executing this NDA on behalf of the Organization is duly authorized to execute and deliver this NDA on behalf of and in the name of the Organization, and the provisions of this NDA are binding upon the Organization upon execution by its undersigned representative(s).

B. Intellectual Property

3. The “**WDO Intellectual Property**” includes all trademarks, trade names, copyright, industrial designs, domain names, slogans and other intellectual property rights owned or licensed to WDO in association with its activities, and all logos and phrases used by WDO in the preparation and execution of the 2019 World Design Assembly.

4. The Organization (whether as a **bidding organization** or as the **designated host**) acknowledges that all WDO Intellectual Property is owned by and constitutes the property of WDO at all times, notwithstanding the termination of this NDA.
5. The Organization agrees that it has no right to use the WDO Intellectual Property whatsoever without the prior written permission of WDO (which may be refused for any reason at WDO's sole discretion). In the event that written permission is granted by WDO, the Organization shall comply strictly with all conditions set by WDO for the use of WDO Intellectual Property.
6. The **designated host** will receive a limited right to use WDO Intellectual Property, as more fully set out in the Event Agreement. Written approval from WDO must be obtained by the **designated host** prior to any use of WDO Intellectual Property at all times. The **designated host** also acknowledges that: (a) all rights of use of trademarks granted by WDO shall be used under WDO's supervision and solely to promote the 2019 World Design Assembly in conformity with conditions as set out in the Agreement; and (b) all usage of WDO Intellectual Property, in whatever form or media, belongs to and benefits WDO as owner.
7. The obligations of the Organization set out in this Part B shall survive the termination of this NDA.

C. Non-Disclosure/Confidentiality

8. The Organization undertakes to keep strictly confidential the provisions of this NDA and all documentation and materials, including without limitation, the Agreement that will be provided by WDO to the Organization, as well as any other material and information related to the 2019 World Design Assembly host bid and selection process that is proprietary to WDO (collectively, the "**Confidential Information**").
9. The Organization shall not disclose any Confidential Information without the prior written permission of WDO (which may be refused for any reason at WDO's sole discretion). In the event that written permission is granted by WDO, the Organization shall comply strictly with all conditions set by WDO for the use of the Confidential Information.
10. Where the Organization does not in fact submit a proposal with a signed Agreement and fee payment within the prescribed delay, or who has not been selected to be the designated host, the Organization shall forthwith destroy all copies of the Confidential Information, including the Agreement, in its possession or under its control, and confirm same in writing to WDO within five (5) days of the expiry of the application delay or the date of selection of the designated host, as the case may be.

11. The obligations of the Organization set out in this Part C shall survive the termination of this NDA.

SIGNED in the city of _____, in the country of _____,
on the _____ day of the month of _____ 201__.

Name of Organization (printed)

SIGNED BY:

Signature

Name of Signing Authority (printed)

Title of Signing Authority (printed)