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Comments on TEMPLATE of Non-Disclosure Agreement from UKRAINE (2012, August)

In general, the model non-disclosure agreement can be used for Ukraine (bilingual version would be preferable), however, there may be a need to adjust its provisions to specific circumstances.

Further observations

Clause 7 (Intellectual property)	In cases when IP objects are concerned (e.g. commercial secrets) NDA will not be enough to protect the owner's rights and additional measures are necessary.
Clause 10 (warranties with respect to the disclosed information)	We would not recommend to include this clause where the Vendor is the owner/shareholder of the Target.
Clauses 14 and 19 (Liability)	Provisions concerning the amount of penalty and those stipulating the fact that there is no need to prove damages may not be enforceable, since the civil law places the burden of proof of the amount of damages on the claimant and the court has the right to decrease the amount of penalty in case when it significantly exceeds the amount of damages.
Clause 17 (Governing law)	Only if one of the parties is non-Ukrainian entity the reference to the non-Ukrainian law and jurisdiction is permitted