

NON-DISCLOSURE AGREEMENT

WITNESSETH: Participation of stakeholders in TERRIFFIC External Cooperation

Within the framework of the “Tools for early and Effective Reconnaissance in cbRne Incidents providing First responders Faster Information and enabling better management of the Control zone (TERRIFFIC)” European project, part of Horizon 2020 framework programme of the European Community (hereinafter “the Project”), it is planned to involve external stakeholders, through workshops and trials. Therefore, TERRIFFIC beneficiaries involved in project (hereinafter individually referred to as “the Beneficiary” and collectively referred to as “the Beneficiaries”) may need to disclose to such external actors (hereinafter individually referred to as “the Stakeholder” and collectively referred to as “the Stakeholders”) certain technical or business information of a proprietary nature. The Stakeholder agrees to use and protect such information, in accordance with the following rules:

1. As used in this document the term “Proprietary Information” shall mean any information, software or data disclosed by any of the Beneficiaries to the Stakeholder, within the framework of the Project, either in writing or orally, subject to the conditions set forth hereafter, and including without limitation any written or printed documents, electronic data or information, samples, models, or any means of disclosing such Proprietary Information.
2. Any information or data in whatever form disclosed and which is designated as proprietary by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as proprietary at the time of disclosure and/or which has been promptly (thirty (30) days at the latest) confirmed and designated in writing as Proprietary Information, shall be subject to the relevant terms and conditions of this “Non-Disclosure Commitment”.
3. The Stakeholder hereby covenants that, during the term of the Project and for a period of five (5) years after the end of the Project (namely, until May 2026), the Proprietary Information received shall:
 - (a) be protected and kept in strict confidence by the Stakeholder, that must use the same degree of precaution as it/he uses to protect its/his own Proprietary Information and safeguards utilised in treating its/his confidential information of like importance, but in no case any less than reasonable care;
 - (b) not be used in whole or in part for any purpose other than the discussions relating to the Project within the framework of the meetings of the Stakeholder without the prior written consent of the disclosing Beneficiary;
 - (c) neither be disclosed nor caused to be disclosed, whether directly or indirectly, to any third party or persons other than Stakeholder and Beneficiaries within the framework of the meetings of the Stakeholder for the Project.
 - (d) neither be copied nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorised in writing by the disclosing Beneficiary.





4. It is expressly understood and agreed by the Stakeholder that the disclosure and provision of Proprietary Information under this “Non-Disclosure Commitment” shall not be construed as granting to the Stakeholder any rights whether express or implied by licence or otherwise. Any such Proprietary Information and copies thereof shall remain the property of the disclosing Beneficiary, subject to third parties’ rights, and shall be returned by the Stakeholder immediately upon request.
5. This “Non-Disclosure Commitment” shall be governed by and shall be interpreted in accordance with the laws of Belgium.
6. This document shall become effective on the date of its signature.

Please provide the following in block letters:

Name:

Position:

Organisation:

Date:

Signature:.....

