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| **Effective Date : [•] 2020** |
| **Disclosure Period : [12] months**  **([•] to [•])** |
| **End of confidentiality obligations :**  **[ •]** |

NON DISCLOSURE AGREEMENT

This non-disclosure agreement (hereinafter referred to as the “Agreement”) is made by and between:

**Commissariat à l'énergie atomique et aux énergies alternatives**, a French state-owned research entity with a scientific, technical or industrial activity duly organised under the laws of France and having its registered office located at 25 rue Leblanc, Bâtiment « Le Ponant D » - 75015 Paris, FRANCE, declared at the Paris Register of Commerce and Trade under the following registration number: R.C.S. Paris B 775 685 019, acting for its “Laboratoire d’électronique et de technologie de l’information” (LETI), and represented by Mrs. Anne-Cécile OHLMANN, LETI Intellectual Property Contracts Manager, hereinafter referred to as “**CEA**” and/or “**Cascade Funding Partner**”,

Acting in his name and as the Coordinator of the H2020 “DigiFed” project, on his behalf and on behalf of the DigiFed partners, designated hereinafter “**DigiFed Partners**” and limitatively listed herein:

AVL LIST GmbH,

Budapesti Muszaki es Gazdasagtudomanyi Egyetem,

Blumorpho SAS,

Digital Catapult,

Ikerlan S. Coop,

Minalogic Partenaires,

ST Microelectronics Grenoble SAS

ST Microelectronics SRL

Steinbeis Innovation GGmbH,

Univerza V Ljubljani,

ZABALA BRUSSELS SPRL

And

[FULL NAME OF COMPANY], incorporated under the laws of [COUNTRY], with its head office located at [FULL ADDRESS], represented by [NAME OF SIGNATORY], [TITLE OF SIGNATORY], hereinafter referred to as “**XXX**” and/or “**Digital Challenge Owner”**,

And

[FULL NAME OF COMPANY], incorporated under the laws of [COUNTRY], with its head office located at [FULL ADDRESS], represented by [NAME OF SIGNATORY], [TITLE OF SIGNATORY], hereinafter referred to as “**XXX**” and/or “**Selected Third Party**”

hereinafter called individually and alternatively the “Receiving Party” and the “Disclosing Party” or a “Party” and together the “Parties”.

DigiFed Partners participate in the H2020 project entitled “*Digital Innovation Hubs federation for large scale adoption of digital technologies by European SMEs*” (the “**DigiFed Project**”) and entered into a Grant Agreement N°872088 with the European Commission (the “**Grant Agreement**” or “**GA**”) and the DigiFed Partners entered into a consortium agreement in 2020 with respect to the DigiFed Project (the “**Consortium Agreement**” or “**CA**”).

The DigiFed Project involved the implementation of Digital Challenge is to be carried out with the Selected Third Party as envisaged in the Consortium Agreement, with the objective to develop a solution through a Digital Challenge, for which no CPS or embedded system solutions has been identified in the market. It will involve the Cascade Funding Partner, the Digital Challenge Owner, the Selected Third Party and another DigiFed Partners as Monitoring Partner.

The Digital Challenge Owner and the Cascade Funding Partner enter into a NDA with an effective date of xxx to pursue explanatory discussions between them related to xxxx in order to evaluate the interest in a potential technical collaboration relating to the implementation of the Digital Challenge.

The Cascade Funding Partner and the Digital Challenge Owner entered into a Collaboration Agreement Project H2020 DigiFed Digital Challenge CEA ref xxxx (the “**Collaboration Agreement**”) with an effective date of xxx to specify with respect to the Digital Challenge the relationship between the parties to the Collaboration Agreement, in particular concerning the organisation of the Digital Challenge, the management of the Digital Challenge and the rights and obligations of the Cascade Funding Partner and the Digital Challenge Owner concerning without limitation co-financing, liability, Intellectual Property Rights Policy and dispute resolution.

The Selected Third Party has competences in the domain of xxxx

WHEREAS the Parties to this Agreement wish to pursue exploratory discussions between them related to …………………………………………………., in order to evaluate the interest in a potential technical collaboration relating to this subject matter (the “**Purpose**”),

which information the Parties regard as confidential.

NOW THEREFORE, the Parties hereto agree as follows:

1 - As used in the Agreement the term "**Confidential Information**" shall mean any information or data whether of financial, commercial, technical, legal or whatever nature disclosed by the Disclosing Party to the Receiving Party under this Agreement, whether in writing or drawings, orally, in the form of samples, models, computer program or in any form whatsoever including information derivable by visual inspection, provided that such written information is clearly and conspicuously marked as proprietary or confidential and that such oral or visual information is designated as proprietary or confidential upon disclosure and confirmed by the Disclosing Party in writing within thirty (30) days from the date of disclosure, provided that such information shall be treated as Confidential Information by the Receiving Party during this thirty (30) day period.

However, that information disclosed by the Disclosing Party hereunder shall not be Confidential Information if it is, as proven by the Receiving Party by appropriate documentation:

(a) already available to the public or becomes available to the public through no breach of the Agreement by the Receiving Party; or

(b) in the Receiving Party's possession prior to receipt from the Disclosing Party; or

(c) received independently from a third party free to disclose such information to the Receiving Party; or

(d) the result of developments undertaken by the Receiving Party’s personnel who had no access to such information.

2 - Nothing in this Agreement shall be construed as compelling a Party to disclose any Confidential Information to the other, or to enter into any further contractual relationship with the other Party.

3 - The Confidential Information, all copies thereof and all rights thereto, shall remain the exclusive property of the Disclosing Party.

All Confidential Information, whether original or copies thereof, including any document, note, meeting report containing such information, shall be promptly returned by the Receiving Party to the Disclosing Party on receipt of the Disclosing Party's written request therefor. The Receiving Party will not retain any copies, extracts or reproductions in whole or in part of the Confidential Information.

4 - The Receiving Party undertakes during the term of this Agreement and for a period of five (5) years after the date of its expiry or termination:

- to safeguard Confidential Information as it does for its own proprietary information of like importance, but at least with a reasonable degree of care,

- to use Confidential Information only for the Purpose and to divulge Confidential Information to its personnel for said Purpose only and on a "need to know" basis,

- not to duplicate or otherwise reproduce Confidential Information except for such copies as the Receiving Party may require for the Purpose as aforesaid, provided that all copies shall contain the same proprietary and confidential notices and legends as appear on the original Confidential Information,

- not to divulge Confidential Information to any third party for any purpose, unless and until expressly authorized in writing to do so by the Disclosing Party,

- not to reverse-compile, reverse-assemble or reverse-engineer Confidential Information or any part thereof,

- not to claim nor to register any Intellectual Property right, nor to exercise any Intellectual Property right or any other right on Confidential Information received under the Agreement.

5 - Nothing contained in this Agreement shall be construed as granting or conferring upon the Receiving Party, whether expressly or impliedly, any right by license or otherwise under any proprietary or statutory right of the Disclosing Party existing prior to or coming into existence after the Effective Date of the Agreement.

6 - Disclosure period: this Agreement governs communication of Confidential Information from [•] (the “**Effective Date**”) for a twelve (12) month duration and shall then terminate. The Receiving Party’s duty to protect Confidential Information as foreseen in article 4 above shall continue for a period of five (5) years after expiry or termination.

7 - The Confidential Information is disclosed “as is”. The Disclosing Party makes no representations or warranties, whether express or implied, with respect to Confidential Information, and notably their fitness for a commercial technical purpose. The use of Confidential Information is made at the sole risk of the Receiving Party.

8 - The Agreement is personal to the Parties (« *intuitu personae* ») and the Receiving Party undertakes not to assign nor transfer its rights or obligations under the Agreement to any third party, including an affiliated company, without the Disclosing Party’s prior written approval.

9 - Language

This Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto. Any translation shall be for convenience only and shall have no legal effects.

10 - Applicable law

This Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

11 - Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

Any dispute arising out of or in connection with this Agreement, which cannot be solved amicably within 90 calendar days of its occurrence, shall be submitted to proceedings under the ICC Mediation Rules. If the dispute has not been settled pursuant to the said Rules within two (2) months following the filing of a Request for Mediation or within such other period as the Parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties. The language of the arbitration shall be English.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

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12 - Any notices for technical correspondence in connection with the Agreement shall be sent to:

- NAME, if to **Digital Challenge Owner**:

Tel.:

Email:

Address:

- NAME, if to **CEA**:

Tel.:

Email:

17 rue des Martyrs, 38054 Grenoble Cedex 9, France

- NAME, if to **Selected Third Party**:

Tel.:

Email:

Address:

11- The Agreement cancels and supersedes all previous written or oral agreements and understandings between the Parties with regard to the Purpose, and constitutes the Parties’ entire agreement as to such Purpose. No addition or modification of the terms of the Agreement shall be valid between the Parties unless made in writing and signed by their duly authorised representatives.

Executed in three (3) original counterparts, one (1) for each Party:

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| For **CEA** |
| Date :  NAME    Title |

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| For **the Digital Challenge Owner**: |
| Date :  NAME  Title |

For **the Slected Third Party**:

Date:

NAME

Title