

AXMEDIS CA NDA,



AXMEDIS Non Disclosure Agreement for accessing at the Consortium Agreement

To be signed and send at the attention of the AXMEDIS coordinator Prof. Paolo Nesi via fax at +39-055-4796363 to have access at the AXMEDIS Consortium Agreement.

IMPORTANT-READ CAREFULLY: This Non-Disclosure STATEMENT ("NDA") is a legal agreement binding you (either an individual or a single entity) ("Recipient") to confidentiality about the AXMEDIS Consortium Agreement and eventual other AXMEDIS private documents that will be provided to you from the AXMEDIS Coordinator. BY TAKING, COPYING, OR OTHERWISE USING THE MATERIALS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS NDA.

1. General

- a) The Parties ("Discloser") of the AXMEDIS project ("Project") have signed a Consortium Agreement under the project in order to detail the scope of the work to be undertaken, and to clarify and establish the rights and obligations of each of the Parties in the performance of the Project.
- b) Recipient is interested in the subproject call and wants to access the AXMEDIS Consortium Agreement, which is confidential information of the Project.
- c) In case of being awarded the Project, you will sign this Consortium Agreement.

2. Confidentiality

- a) Confidential Information includes all information, in any form, disclosed to a Party in connection with the preparation and submission of the Proposal, which the disclosing party: (i) clearly marks as "Confidential"; or (ii) if disclosed orally, at the time of disclosure the disclosing party indicates it to be "confidential" and within thirty (30) calendar days reduces it to physical form and marks it as "Confidential". Confidential Information shall include the Consortium Agreement.
- b) During the term of this NDA, a Recipient shall not disclose or distribute the Confidential Information to anyone except its own employees, or employees of its consulting firms, who reasonably need to know such Confidential Information. A Recipient shall use Confidential Information only for the purpose hereunder, unless agreed to expressly in writing by the Discloser.
- c) The obligation of confidentiality does not apply to information that the recipient party can establish:
 - (i) is at the time of disclosure already publicly available or subsequently becomes available to the public through no breach by the recipient party of this NDA;
 - (ii) is lawfully obtained by the recipient party from a third party without an obligation of confidentiality, provided such third party is not, to the recipient party's knowledge, in breach of any confidentiality obligation relating to such information;
 - (iii) is developed by the recipient party independently from and without reference to the other parties' Confidential Information;
 - (iv) is required to be disclosed by law or the rules of any governmental organization, provided that written notice of such judicial action was given to the disclosing party and that the recipient party fully cooperates with the disclosing party seeking confidential treatment for any such disclosure; or
 - (v) is approved for public release by written agreement of the disclosing party.

d) Nothing herein shall obligate the Discloser to disclose any particular information.

3. Term

This NDA shall take effect with accepting it. This NDA shall continue in force from the date of this NDA, and shall terminate if and on the date that

- a. the Recipients Proposal is rejected.
- b. the Recipients is awarded the Project and signs a corresponding Consortium Agreement.
- c. as to an individual Party, when such Party withdraws from this NDA with 30 days prior written notice.

The confidentiality obligations of Recipient hereunder shall survive any termination or expiration of this NDA for a period of five years from the date of termination.

With termination, Recipient shall delete all Confidential Information.

4. Intellectual Property Rights

Nothing in this NDA shall be deemed to assume or provide for the transfer of ownership of any intellectual property rights. All intellectual property rights including, without limitation, copyright in any material provided hereunder, shall vest in and at all times remain vested in the originator of that intellectual property.

5. Miscellaneous

- a. Recipient shall not be entitled to claims against the Disclosers, especially in respect of claims for damages, unless one of the Disclosers behaves wilfully or with gross negligence.
- b. Any publication of the contents hereof may only be made with the express agreement of the Disclosers.
- c. This NDA shall be governed by the laws of Italy.
- d. This text represents the complete and full agreement. No verbal side-agreements exist.

Name of Legal Entity

[name of the Affiliated Partner or party interested in getting a copy of the consortium agreement]

Postal Address:.....

Country:.....

WEB page:.....

Name of legally authorised representative (*written out in full*).....

Email:.....

Fax:.....

Phone:.....

Title of legally authorised representative.....

Signature of legally authorised representative.....

Date.....

Stamp of the organisation.....