## Non-Disclosure Agreement Template

**By and between,**

**Company:**

……………………………………….., located at ……….with registration number………………………. , with offices at …………………………, and a VAT number ……………………, represented for the purposes of the signature of this contract by [name and title],

(hereinafter referred to as "The Holder"),

**on the one part, and,**

**Students:**

……………………………………….., id number ………………, located at ……….

……………………………………….., id number ………………, located at ……….

……………………………………….., id number ………………, located at ……….

……………………………………….., id number ………………, located at ……….

**University/VET School:**

……………………………………….., located at ……….with registration number………………………. , with offices at …………………………, and a VAT number ……………………, represented for the purposes of the signature of this contract by [name and title],

(hereinafter referred to as the "Recipients"),

**on the other part**,

Hereinafter individually referred to as the "Party" or collectively referred to as the "Parties"

**PREAMBLE**

WHEREAS, EIT Manufacturing launched a Call for companies and a Call for expression of interest for Universities/VET for the Initiative Teaching Factories Competition,

WHEREAS, the performance of tasks of the Solver Teams during the participation in the Teaching Factories Competition and the respective Challenges implies the handling of Confidential Information,

WHEREAS, the acceptance and signature of a non-disclosure agreement has explicitly been mentioned in the calls,

Therefore, the Parties agree the following:

1. **– Definitions**

For the purpose of this Agreement:

***"Agreement"*** shall refer to the present Non-Disclosure Agreement.

***"Challenges"*** shall have the meaning of the word as detailed in the Notice of the Teaching Factories Competition

***"Confidential Information"*** shall refer to each and all communication or information shared by the Holder concerning the Challenges, especially but not exclusively any data or information that is proprietary to or possessed by the Holder and not generally known to the public or that has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

(i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;

(ii) any ideas, concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software pro- grams, source code, object code, flow charts, and databases;

(iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Party’s past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;

(iv) trade secrets; plans for products or services, and customer or supplier lists;

(v) any other information that should reasonably be recognized as Confidential Information by the Parties.,

***"Purpose"*** shall refer to the Recipients’ participation or involvement in the Challenges and activities of the Initiative Teaching Factories Competition and according to the rules of said Initiative.

***"Completion of the Purpose"*** shall mean the completion of all activities and Challenges of the Teaching Factories Competition and the announcement of winners as foreseen in the Notice of the Initiative.

***‘Results’*** means any (tangible or intangible) deliverable and output of the act of performing tasks under the Purpose such as data, designs, hardware, software, photos, code, sketches, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the act, as well as any rights attached to it, including intellectual property rights.

1. **– Scope**
	1. This Agreement sets forth the Recipients’ obligations regarding access to, use, distribution, disclosure and protection of the Confidential Information provided by the Holder for the Purpose and provides for the ownership of the Results.
	2. Under this Agreement, the Recipients undertake to use the Confidential Information solely for pursuing the Purpose in accordance with the terms of this Agreement.
	3. The Parties agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.
	4. No provision of this Agreement shall be construed to be an obligation by either Party to disclose information to the other Party or to enter into further agreements with the other.
2. **– Confidentiality and conditions of access to and use of the Confidential Information**

3.1 The Recipients undertake to ensure that the access to, use, distribution, disclosure and protection of such information will comply with following conditions:

3.1.1 The Confidential Information is supplied to the Recipients solely and exclusively for the Purpose. The Confidential Information cannot be used totally or partially, directly or indirectly, for any other purpose than that defined in Article 2.2 above, unless the Holders give their prior written authorisation.

In any case, the Recipients shall not use the Confidential Information:

i. in a manner conflicting with the objectives of the Teaching Factories Competition or the applicable European or French legislation.

ii. after Completion of the Purpose unless otherwise agreed in written by the Holder or required by the rules of the Teaching Competition Factories.

3.1.2 The Recipients shall not copy, reproduce, duplicate, distribute, communicate or otherwise make available the Confidential Information, either in whole or in part, to third parties unless and to the extent the Holder gives its express prior written authorisation thereto or it is required by the rules of the Teaching Competition Factories.

3.1.3 The Recipients shall keep the Confidential Information and any copies thereof secure by effective and reasonable means in such a way as to prevent unauthorised access till the fulfillment of the Purpose.

3.1.4 The Recipients will not object to an application for a patent, trademark, industrial design or other IP right filed by the Holder related to the Purpose.

3.1.5 Nothing contained in this Agreement shall be construed as granting any right, title or interest in the Confidential Information including any intellectual property right detained by the Holder. The Recipients shall not itself, nor authorize any third party to, write, publish or disseminate any description of the Confidential Information or elements of it, such as its structure or content for so long as it is bound by this Agreement.

3.1.6 In the event that the Recipients become aware of any unauthorised use of the Confidential Information or of any unauthorised copy of the Confidential Information in the public domain or with third parties or of any unauthorised derivative work, they shall inform the Holder thereof.

1. **– Limitation on protection of the Confidential Information**

The obligations contained in Article 3 are not applicable to information that the Recipients can demonstrate by written evidence:

4.1 has come into the public domain prior to, or after, the date of receipt of the Confidential Information from the Holder through no fault or unauthorised act of the Recipients;

4.2 has been or is published without violation of this Agreement;

4.3 was lawfully obtained by the Recipients without restriction and without breach of this Agreement from a third party, who is in lawful possession thereof, and under no obligation of confidence to the Holder;

4.4 is disclosed pursuant to the request of a governmental or jurisdictional authority or is disclosed according to the law or regulations of any country with jurisdiction over the Recipients; in either case the Recipients, subject to possible constraints of such governmental or jurisdictional authority, shall immediately give the Holder a written notice of the above request and shall reasonably cooperate with the Holder in order to avoid or limit such disclosure;

4.5 was disclosed and/or used pursuant to and to the extent of an express written authorisation from the Holder;

4.6 is disclosed to the EIT and/or the EIT Manufacturing group for reporting or audit purposes or for fulfilling the Challenges and activities of the Initiative; the Recipients, shall give the Holder a written notice of the above request and shall reasonably cooperate with the Holder in order to avoid or limit such disclosure.

1. **– Return of Confidential Information**

5.1 Upon Completion of the Purpose or at the Holder’s written request, the Recipients shall return to the Holder all the Confidential Information or destroy it. If the Recipients need to keep any information after the Completion of the Purpose, it will be done only with the written consent of the Holders or as long as it is needed for reporting/audit purposes by the EIT or the EIT Manufacturing group.

5.2 Paragraph 5.1 above shall not apply to the extent that the Recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial or governmental body. In such a case the Recipients shall provide due justification the Holder.

1. – **Breach of obligations**

6.1 Should the Recipients breach any of its obligations under this Agreement and without prejudice to any right of the Holder to seek damages before any competent jurisdiction, the Holder may, by written notice to the Recipients, withdraw the right of the Recipients to use the Confidential Information for the Purpose.

1. **– Duration of this Agreement and protection of the Confidential Information**

7.1 This Agreement shall enter into force on the date of the last signature by the Parties and shall remain in effect for x years.

7.2 The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and at no time will the Recipients be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Article 4 above.

1. **– Waiver, disclaimer and liability**

8.1 No failure or delay by the Holder in exercising any of its rights under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of such rights.

8.2 The Confidential Information is provided "as is" and the Holder disclaim all warranties of any kind relating to the Confidential Information, whether expressed or implied, including but not limited to, any implied warranty against infringement of third-party property rights or as to merchantability or fitness for any particular purpose.

8.3 The Holder will not be liable for any damages whatsoever including, but not limited to, damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss arising out of the use of, or inability to use, the Confidential Information.

1. **– Applicable law and Dispute**

9.1 This Agreement shall be governed and construed in accordance with the laws of xxxxxxxx.

9.2 The Parties shall make their best efforts to settle amicably all disputes arising in connection with this Agreement.

9.3 If such amicable settlement fails, the said dispute shall be finally settled by the Courts of xxxxxxxxx.

1. **– Ownership of Results**

10.1 Any ideas, concepts, documents, written materials or other creation of any type developed by the Recipients for the Purpose, whether or not incorporating Confidential Information of the Holder, shall be the sole and exclusive property of the Holder and the Recipients hereby irrevocably assigns any and all rights thereto to the Holder, including, but not limited to, any copyright, trademark, patent, industrial design or trade secret interest, without prejudice to the moral rights the Recipients might have according to applicable law to be recognized as authors, creators or inventors.

10.2 The Recipients shall, without further compensation, execute any and all instruments and take whatever action may be deemed necessary by the Holder to fully vest all rights in any Results in the Holder, including, but not limited to, cooperating with the Holder in the registration of IP rights of the Results.

10.3 The Recipients shall deliver any Results free from rights or claims of third parties, especially intellectual property rights.

10.4 The Recipients shall not, before or after completion of the Purpose, use any Results developed for the Purpose for any other cause unless otherwise agreed by the Holder or required for reporting or communication/dissemination of information purposes of the Teaching Factories Competition. The provisions of this paragraph, however, shall not apply to any Result with respect to which applicable law prohibits assignment of rights by the Recipients to the Holder.

1. **– Final provisions**

11.1 The Parties shall bear their own costs incurred under or in connection with the present Agreement.

11.2 This Agreement and the rights and obligations hereunder may not be transferred or assigned by the Recipients without the prior express written approval of the Holder.

11.3 This Agreement represents the entire understanding and agreement of the Parties with respect to the Confidential Information, as defined in Article 2 above, in accordance with the Notice of the Teaching Factories Competition. Any rights and obligations which, by their nature, are to remain in effect beyond expiration or termination of such non-disclosure agreements will survive.

11.4 If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, this shall not affect the legality, validity or enforceability in that jurisdiction of any other terms of this Agreement, nor the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement. The Parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

11.5 All provisions in this Agreement should be interpreted in line with the provisions of the Model Grant Agreement for the Horizon Europe Programme and the applicable EU legislation.

11.6 No amendment or modification of this Agreement shall be binding or effective unless made in writing and signed on behalf of both Parties by their respective duly authorised representative.

On behalf of [Recipient name] On behalf of the Holder

Read and agreed, Read and agreed,

On [date] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

in [place] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: Signatures:

On behalf of [Recipient name]

Read and agreed,

On [date] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

in [place] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:

On behalf of [Recipient name]

Read and agreed,

On [date] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

in [place] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:

On behalf of [Recipient name]

Read and agreed,

On [date] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

in [place] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:

On behalf of [Recipient name]

Read and agreed,

On [date] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

in [place] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: