

Non-Disclosure Agreement for Project LOCARD

In the consideration that:

- Project LOCARD - “Lawful evidence collecting and continuity platform development” (hereinafter called Project LOCARD), is funded by the European Commission through Horizon 2020 Program under the Grant Agreement No.: 832735 (hereinafter called GA).
- Project LOCARD is executed by a consortium of partners (hereinafter called the Consortium), all of which are signers of the GA and a Consortium Agreement (hereinafter called CA) comprising further commitments among themselves.
- As set in the GA and the CA, member of the Consortium **ATHINA-EREVNITIKO KENTRO KAINOTOMIAS STIS TECHNOLOGIES TIS PLIROFORIAS, TON EPIKOINONION KAI TIS GNOSIS** (hereinafter called ARC) acts as Project LOCARD Coordinator.
- Whoever, neither the members of the consortium nor a member of the commission, shows interest to participate in the disclosure event of the LOCARD system shall be required to abide by the terms and conditions set out in this NDA. This NDA will be binding on the registered participant(s) from the moment the registration is completed.

ARC, acting in its capacity as Project LOCARD coordinator, in representation of the Consortium, **and the Receiving Party AGREE AS FOLLOWS:**

1. Confidential Information: Confidential Information shall mean all information in whatever form or mode of communication in connection with Project LOCARD and which is disclosed by a member of the Consortium to the Receiving Party that is either not available to the public or has not been revealed yet, whether in tangible or intangible form.

2. Exclusion: Notwithstanding, Confidential Information shall exclude information that is already in the public domain at the time of disclosure or thereafter enters the public domain without any breach of the terms of this Agreement; or was already known by the Receiving Party before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure); or is subsequently communicated to the Receiving Party without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the members of the Consortium; or becomes publicly available by other means than a breach of the confidentiality obligations by the Receiving Party (not through fault or failure to act by the Receiving Party); or is or has been developed independently by employees, consultants, or agents of the Receiving Party (proved by reasonable means) without violation of the terms of this Agreement or reference or access to the Confidential Information disclosed.

3. Utmost Good Faith: Every information disclosed to the Receiving Party, either orally and/or visually or by any other means during this meeting, shall be considered as Confidential Information, except when expressly notified otherwise by the Disclosing Party.

4. Undertakings of the Receiving Party:

- 4.1 The Receiving Party undertakes to keep the Confidential Information secure and not to disclose it to any third party for whatsoever reason, save disclosure to a public authority in order to comply with applicable laws or regulations or with a court or administrative order.
- 4.2 The Receiving Party will, on request from the Disclosing Party, return all copies and records of the Confidential Information to the Disclosing Party and will not retain any copies or records of the Confidential Information.
- 4.3 Neither this Agreement nor the supply of any information grants the Receiving Party any licence or interest for further exploitation of any of the results of Project LOCARD.
- 4.4 This agreement does not accrue, in any way, any right to the Receiving Party in respect of any intellectual property rights held by the Disclosing Party or any member of the Consortium.
- 4.5 The Receiving Party undertakes to be liable under the law for any violation of this agreement.

5. Entry into force and termination: This agreement will enter into force the moment the participant registers with the LOCARD event portal to participate in the LOCARD event. The Agreed Party duty to hold in confidence the Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

6. Applicable law and Jurisdiction: This Agreement shall be construed and interpreted by the laws of Belgium. The courts of Belgium shall have exclusive jurisdiction.

7. Miscellaneous: ARC does not bear any obligation in relation of the enforcement of the Agreement on behalf of any other member of the Consortium, nor will be held responsible for any issue arising between the Receiving Party and other member of the Consortium.