

## Non-Disclosure Agreement (NDA)

As a participant to the call **PALIMPSEST Creative Dialogues** you and other participants to the Call may invoke the respect of ad-hoc clauses for the protection of background knowledge included in the application.

To enforce the participant's right to preserve business confidentiality all applicants, partners involved in the evaluation of received bids, including through appointed consultants and/or members of the project's advisory board, authorized by the project consortium to process personal data, who expect to be exposed to the entirety of the text of received applications, including those parts claimed to be subject to the special conditions in question, shall sign a Non Disclosure Agreement (NDA).

Therefore, accepting of the terms and conditions included in the following Non Disclosure Agreement ("Agreement") is a compulsory step in submitting your application form.

### **PALIMPSEST Creative Dialogues - Non Disclosure Agreement**

BETWEEN

PALIMPSEST Consortium Members

- Politecnico di Milano (Lead Partner) – Italy
- Aalborg University – Denmark
- Basque Center for Climate Change – Spain
- ANCI Toscana – Italy
- Semantika – Slovenia
- Ayuntamiento de Jerez – Spain
- Fundarte – Spain
- Ente Regionale per I Servizi all'Agricoltura e alle Foreste - Italy
- Institute of Communication and Computer Systems – Greece
- Nomad Garden S.L. – Spain
- NOVELCORE OE – Greece
- COAL – France
- Łódź Art Centre – Poland
- University of West Bohemia – Czech Republic
- CULTURALINK SL – Spain
- Associazione Culturale KARAKORUM – Italy
- City of Łódź – Poland (associated partner)
- Łódź School of Fine Arts – Poland (associated partner)
- Associazione ETRE – Italy (associated partner)

- Gruppo de desarrollo Rurl Campina de Jerez – Spain (associated partner)
- Major Cities of Europe – Germany (associated partner)
- ECOMUSEO di Parabiago – Italy (associated partner)

PROJECT EXTERNAL ADVISORY BOARD MEMBERS

PALIMPSEST CREATIVE DIALOGUES APPLICANTS

WHEREAS

On July the PALIMPSEST project coordinator, Politecnico di Milano - POLIMI, hereinafter: Project Coordinator published an Open Call for Proposals – hereinafter ‘the Call’ – aimed to select three creative agents (individuals or working teams) as new members of Project teams working on imagining and experimenting new ways to respond to environmental problems in three exemplary landscape laboratories in the cities of Jerez de la Frontera (ES), Lodz (PL) and Milan (IT).

The purpose of this Agreement is to prevent the unauthorized disclosure of confidential information and to enforce the applicants’ right to preserve the background knowledge included in the application.

NOW THEREFORE, the Parties hereto have entered into the following agreement ("Agreement"):

## 1. Definition of “Confidential information”

For the purpose of this Agreement, "Confidential Information" shall mean any information and data, including but not limited to any kind of business, commercial or technical information and data disclosed between the Parties in connection with the Purpose of this Agreement [i.e. the evaluation of received bids], irrespective of the medium in which such information or data is embedded, which is - when disclosed in tangible form - marked as "Confidential" or similarly by the disclosing Party [i.e. the Call participant] before disclosing to the receiving Party [i.e. the procurer and all signatories of this Agreement] or which is - when disclosed orally - identified as such prior to disclosure and summarized in writing by the disclosing Party and said summary will be given to the receiving Party within thirty (30) days of the oral disclosure. In the case of disagreement, the receiving Party must make any objections to the contents of the summary in writing within thirty (30) days of receipt. Confidential Information shall include any copies or abstracts made thereof as well as any modules, samples, prototypes or parts thereof.

## 2. Execution of “Non Disclosure”

All Confidential Information exchanged between the Parties pursuant to this Agreement:

- a) shall be used exclusively for the Purpose of this Agreement, and the receiving Party shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole Purpose, unless otherwise expressly agreed to in writing by the disclosing Party;
- b) shall not be distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own or its affiliates’ employees, who have a reasonable need to know said Confidential Information and who are bound to confidentiality by their employment agreements or otherwise. Affiliate shall mean any company which controls the receiving Party, is controlled by the receiving Party or is under common control with the receiving

Party where control means ownership or control, direct or indirect, of more than fifty percent (50%) of a company's voting capital or having industrial leadership over a company;

- c) shall be treated by the receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Party's own information of like importance which is to be kept confidential;
- d) shall remain the property of the disclosing Party.

### **3. Exceptions to “Non Disclosure”**

The obligations as per paragraph 2 shall not apply, however, to any information which:

- b) the receiving Party can demonstrate, is already in the public domain or becomes available to the public through no breach by the receiving Party of this Agreement;
- c) was in the receiving Party's possession prior to receipt from the disclosing Party as proven by its written records.

### **4. Liability for Affiliates and Advisers**

The receiving Party is liable for infringements by its Staff and Affiliates – even when such Staff or Affiliate has ceased from that position - and/or Advisers as for own infringements.

### **5. Extent of Disclosure**

Nothing herein shall obligate either Party to disclose any particular information. Either Party shall have the right to refuse to accept any information under this Agreement.

Disclosure of the contents of an application to an interested Third Party can only occur in special conditions and with the prior consent (or information, if it happens by Judicial Order) of the Disclosing Party.

### **6. Exclusion of Rights**

It is understood that no license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information and materials shall not result in any obligation to grant the receiving Party rights therein.

### **7. No Charge, No Warranties**

The Parties hereto shall not be obligated to any remuneration for disclosure of any information under this Agreement and agree that no warranties of any kind are given with respect to such information as well as for any use thereof and that any liability or indemnification for claims of third parties in connection with the use of such information by the receiving Party shall be excluded.

## 8. Effective Date and Duration

This Agreement shall be effective as of the date of the last signature as written below (the "Effective Date"). This Agreement shall automatically terminate 3 (three) years from its Effective Date.

The obligations accrued prior to termination as set forth herein shall survive the termination of this Agreement for a period of 5 (five) years.

## 9. Return and Destruction

In the case of termination of this Agreement all Confidential Information exchanged between the Parties pursuant to this Agreement shall upon respective request of the disclosing Party either be returned to the disclosing Party or be destroyed by the receiving Party. Such request shall be notified in writing by the disclosing Party to the receiving Party within 90 (ninety) days after termination of this Agreement. The receiving Party will then within 2 (two) weeks return the Confidential Information or confirm in writing the destruction to the disclosing Party.

## 10. Governing Law

This Agreement shall be subject to the substantive law in force in Italy.

## 11. Place of Jurisdiction

The exclusive place of jurisdiction for all disputes arising out of or in connection with the present Agreement, including any question regarding its existence, validity or termination, shall be the competent court of Milan (Italy).

## 12. Written form

The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.

*The PALIMPSEST project has received funding by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Research Executive Agency. Neither the European Union nor the granting authority can be held responsible for them.*

