



## NON-DISCLOSURE AGREEMENT

With the present non-disclosure agreement (hereafter referred to as *AGREEMENT*)

full name of PINE partner institution, with its registered address at..... .., VAT registration number..... .., represented for the purpose of this *AGREEMENT* by ..... .., (hereafter referred to as *ACRONYM OF THE PINE PROJECT PARTNER*)

and

the company ....., with its registered address at..... .., VAT registration number..... .., represented for the purpose of this *AGREEMENT* by ..... .., (hereafter referred to as *COMPANY*)

hereafter jointly referred to as *THE PARTIES*

### PREMISES:

- a) *ACRONYM OF THE PINE PROJECT PARTNER* and the *COMPANY* have had a preliminary contact in the framework of the PINE – Promoting Industrial Energy Efficiency Project (hereafter referred to as *PROJECT*) funded by EACI (Executive Agency for Competitiveness and Innovation of the European Commission) under Contract IEE/11/885/SI2.615936;
- b) The *COMPANY* has been selected through an ad-hoc call to benefit from a two-step energy auditing service (comprising a first scouting phase and, if applicable according to procedures in place, a second full audit phase) compliant to the operative programme of the *PROJECT*;
- c) The *COMPANY* commits to disclose to *ACRONYM OF THE PINE PROJECT PARTNER* and those appointed by the aforementioned, information and data as necessary to carry out the activities as envisaged by the *PROJECT*;
- d) In case the *COMPANY* decided not to make available to *ACRONYM OF THE PINE PROJECT PARTNER* and those appointed by the aforementioned, information and data as deemed necessary for the carrying out of the envisaged activities mentioned here above, this will make it impossible for the *COMPANY* to benefit from the scouting and full auditing services (if applicable) envisaged by the *PROJECT*;
- e) *ACRONYM OF THE PINE PROJECT PARTNER* is required to report to the institution funding the *PROJECT*, the abovementioned EACI, and/or to third parties appointed to carry out analyses of the same, data related to project activities, however always anonymously and with no direct reference to the involved companies, mostly in an aggregated form to monitor the overall impact of project activities;

### AGREE AS FOLLOWS:

#### 1. Premises

The Premises are part of this *AGREEMENT*

#### 2. Object

This *AGREEMENT* is intended to regulate privacy rights and obligations for *THE PARTIES* in relation to data and information defined as confidential, compliant to provisions contained in the

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following articles, which they will become aware of while carrying out the activities described in the Premises to this *AGREEMENT*.

**3. Confidential information**

**3.1** For the purpose of this *AGREEMENT*, those data and information will be considered as *confidential* which are provided or delivered by one Party to the other Party and which are declared confidential when provided or delivered.

**3.2** The confidential nature of the abovementioned data and information will have to be explicitly declared, printing or writing ‘CONFIDENTIAL’ on the above, followed by the signatures of the representatives of THE PARTIES or, however, clearly indicated as confidential in communications, so to allow THE PARTIES and any authorized person to immediately recognize their confidential nature and apply the subsequent compliance to confidentiality obligations as envisaged in this *AGREEMENT*. THE PARTIES may, if deemed necessary, explicitly declare other data and information non-confidential.

**3.3** The term confidential may not be associated to information and data of public domain at the time when these are provided to the Recipient (the Party receiving the information) or in case they become of public domain due to an act or behaviour not explicitly forbidden to the Recipient;

**4. Confidentiality obligations**

**4.1** THE PARTIES may not disclose or communicate in any form or way data and information of a confidential nature to unauthorized subjects.

**4.2** Such data and information will have to be used appropriately and adequately for the carrying out of the activities specifically envisaged by the *PROJECT* and contained in the contract mentioned in the Premises, in such a way that their confidential nature is not compromised and no damage is caused in any other way.

**4.3** The information and data of a confidential nature may not be copied or reproduced, in all or in part, unless this is explicitly required by the carrying out of *PROJECT* activities.

**4.4** The information and data of a confidential nature will be forwarded by *ACRONYM OF THE PINE PROJECT PARTNER* to the financing institution of the *PROJECT* (EACI, the Executive Agency for Competitiveness and Innovation of the European Commission), or to other bodies designated to monitoring or control, compliant to the envisaged management procedures, **in an anonymous or in an aggregated form** and however without providing information that may allow the association of the provided data with the *COMPANY*.

**4.5** The information and data of a confidential nature may be forwarded by *ACRONYM OF THE PINE PROJECT PARTNER* to other *PROJECT* partners and/or third parties appointed to carry out analyses on them. In this case too, the forwarding will take place in an anonymous or in an aggregated form and however without providing information that may allow the association of the provided data with the *COMPANY*.

**5. Responsible persons**

**5.1** Each Party shall appoint within its organization a person responsible for the treatment of confidential information and data, who shall have all persons in charge of carrying out *PROJECT* activities sign a declaration, whereby they take it upon themselves to comply with confidentiality obligations as described and regulated in the present *AGREEMENT*.

**5.2** The persons responsible for the abovementioned confidential data treatment are:

- for *ACRONYM OF THE PINE PROJECT PARTNER* .....
- for the *COMPANY* .....

**6. Security measures**

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**6.1** THE PARTIES commit to adopt all security measures as necessary to protect data and information of a confidential nature and guarantee that their confidentiality is not compromised in any way.

**6.2** The treatment of all sensitive and personal data shall be compliant to the relevant national legislation in place, particularly in relation to law....

**7. Intellectual property**

The present AGREEMENT does not grant either of THE PARTIES rights or authorization to claim a licence or any other right of use for patents, brands, models and/or industrial or intellectual property of any kind.

**8. Duration**

Confidentiality obligations are intended to last from the signing of the present AGREEMENT up to five years after completion of the PROJECT, currently envisaged for March 16, 2015, except any further extensions of the validity period of this AGREEMENT to be agreed upon by THE PARTIES and before the aforementioned deadline. In case THE PARTIES decide to extend the validity period for a longer period of time or unlimitedly, confidentiality obligations are extended from the signing of the AGREEMENT for the entire duration as agreed upon, which shall be inserted in the AGREEMENT.

**9. Applicable law and settlement of controversies**

**9.1** The present AGREEMENT is regulated under .... Law.

**9.2** In case of any controversy among THE PARTIES in relation to the execution and interpretation of the present AGREEMENT, which cannot be settled amicably, the competent court shall be the Court of .....

**10. Communications**

All communications between THE PARTIES shall be addressed to the following addresses:

- for ACRONYM OF THE PINE PROJECT PARTNER .....
- for the COMPANY.....

(Place and date) .....

SIGNATURE OF THE LEGAL REPRESENTATIVE

ACRONYM OF THE PINE PROJECT PARTNER

(Name and office)

.....

SIGNATURE OF THE LEGAL REPRESENTATIVE

COMPANY

(Name and office)

.....