

Non-Disclosure Agreement

You agree to be bound by this Non-Disclosure Agreement (“**Agreement**”) which is entered into, by and between:

CAS SOFTWARE AG, established in CAS WEG 1-5, Karlsruhe 76131, Germany (“**Provider**”)

and

You _____ (“**Recipient**”).
[Membership requesting person or organisation]

(Provider and Recipient individually shall be referred as a “**Party**” and collectively as “**Parties**”).

WHEREAS

(A) Provider possesses certain Confidential Information which is willing to disclose to Recipient as a CS-IFG Member on the terms set out below.

(B) Recipient is willing to accept the Confidential Information on those terms and to use the Confidential Information only for the purpose of monitoring the progress and development activities of the Project (the “**Permitted Purpose**”).

Article 1 Definitions

In this agreement,

- 1.1 “**Project**” shall mean the project called “A Holistic Data Privacy and Security by Design Platform-as-a-Service Framework Introducing Distributed Encrypted Persistence in Cloud-based Applications (PaaSword)” as agreed in Grant Agreement n°644814, carried out under the European Union’s Horizon 2020 Research and Innovation Programme.
- 1.2 “**CS-IFG Member**” shall mean member of Cloud Security Industrial Focus Group (“**CS-IFG**”), which constitutes the main large-scale dissemination activity of the consortium. CS-IFG is open mainly to Cloud services and platforms providers, Cloud-enabled application developers and end-user organizations, as well as to (Cloud) security experts, companies and institutes, but also to researchers, experts, scientists and individuals, from the enlarged-Europe and Worldwide, interested in Cloud Security as well as in the Project activities and results. By signing the registration form you request to become a CS-IFG member. If no party of the PaaSword consortium appeals within 14 days you are becoming a CS-IFG member which gives you the possibility to monitor the project development activities, i.e. by receiving restricted results to the Confidential Information.
- 1.3 Subject Matter
”**INFORMATION**” means any disclosed protected or unprotected technical and/or business information in writing or any other format, including, but not limited to, papers, designs, prototypes, software, objects which is properly marked confidential. Oral or visual information must be designated confidential on disclosure and then summarized in writing by the respective disclosing Party, marked confidential, and sent to the respective receiving Party within 30 (thirty) days after its original disclosure.

Article 2 Confidentiality

Each Party undertakes to treat confidential INFORMATION received from the respective disclosing Party, to use it exclusively for the Purpose and not to disclose it to third parties without the prior written consent by the respective disclosing Party unless it is proved that the INFORMATION

- belongs to the public domain,
- falls into the public domain without any fault of the respective receiving Party,
- is disclosed to the respective receiving Party by a third party, without the obligation of confidentiality,
- had already been known to the respective receiving Party prior to disclosure hereunder by the respective disclosing Party, or
- has been or is being developed by those employees of the respective receiving Party who had no access to the disclosed INFORMATION.

The INFORMATION received may only be disclosed to those employees of the respective receiving Party who need it for the Purpose.

Article 3 Proprietary Rights

The respective disclosing Party reserves all its rights in the INFORMATION disclosed. The respective receiving Party shall not file for any proprietary right for the INFORMATION received.

The Parties acknowledge that they themselves and their employees have no rights (e.g. under any national or foreign proprietary right or copyright) in the INFORMATION received.

Use of the INFORMATION received shall not establish a right to prior use under any national or foreign law.

Article 4 Return of Information

All INFORMATION written down, recorded or fixed by any other means including objects, as well as any copies made thereof, shall be returned to the respective disclosing Party upon request of the respective disclosing Party.

Article 5 Warranty

The Parties shall not make any warranty with regard to the INFORMATION disclosed, and in particular they shall warrant for neither the correctness and usability of the INFORMATION disclosed nor the non-infringement upon rights of third parties.

Article 6 Duration

The duties and obligations to protect Confidential Information disclosed under this Agreement shall be for a period of five (5) years after the end of the Project and shall survive any termination or expiration of this Agreement.

Article 7 Governing law

This Non-Disclosure Agreement shall be construed in accordance with and governed by the laws of Germany excluding its conflict of law provisions.

Article 8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Non-Disclosure Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this Non-Disclosure Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

Article 9 Miscellaneous

Should any provision of this Agreement be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. 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.

[Recipient]

CAS SOFTWARE AG
