

## **NON DISCLOSURE AGREEMENT**

### **N° NDA XXX**

The EUROPEAN SYNCHROTRON RADIATION FACILITY, located at 6 rue Jules Horowitz, B.P. 220, 38043 Grenoble Cedex, France, hereinafter referred to as the ESRF, represented by xxxxx, Director of Administration, and xxxxxxxxxxx, Director of Research,

on the one hand,

and,

THE COMPANY, located “address of the company”, hereinafter referred to as THE COMPANY represented by Mr. “Name of the representative”, “function of the representative”,

on the other hand,

hereinafter collectively referred to as the parties,

have agreed as follows:

The ESRF and THE COMPANY intend to exchange information for the purpose of evaluating a possible use of the ESRF beamlines to carry out experiments for the research activities of THE COMPANY. In order to define the exact content of the experiment the parties are likely to exchange technical, scientific and commercial information of a confidential or proprietary nature presently in their possession and wish to ensure that the same remains confidential.

Now, therefore, it is hereby agreed as follows:

The parties are required to maintain confidential and secure all proprietary information belonging to the other party. Each party remains the owner of the intellectual property related to its own technology at all times. The parties are required not to disclose such information to third parties, under any circumstances, unless a further written agreement is first signed between the parties.

The representatives of the parties, signatories to the present agreement, agree to maintain confidential the information received from the other party and to refrain from disclosing the said information to other persons, its employees excluded, for the purposes of the commercial relation between the ESRF and THE COMPANY, unless a prior written agreement is made between the parties.

The obligations of the parties above shall not extend to any part of the confidential information that:

- a) can be demonstrated to have been in the public domain or publicly known and readily available at the date of signature of the present agreement; or
- b) can be demonstrated to have been in the possession of, or that can be demonstrated to have been readily available to other party or its subsidiaries receiving the confidential information from another source prior to the disclosure; or
- c) becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorised act by other party, or its subsidiaries.

Signed in Grenoble, in English, in duplicate, on “date”.

For the ESRF,

For THE COMPANY,

xxxxxxx

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“Name of the representative”