

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement effective this day of
October 08 , 2021

is made by and between the **consortium of the E-TEST project, led and represented by the University of Liège,**

Department ULiège-Interface Entreprises,

having its registered office Place du 20 Août, 7, 4000 Liège, Belgium,

represented by Mr Fabrice Bureau, Vice-Rector for Research (hereinafter "University")

and(*Name of the Company*),
a corporation having a business address at (*Complete address and Country*)

.....,
represented by (*Name and title of the Company legal representative or present person at the ET IAB*)

.....
(hereinafter "Company").

Hereinafter jointly referred to as "Parties" and individually referred to as "Party"

This mutual non-disclosure agreement takes place within the scope of the participation of the Company, as member of the ET Industrial Advisory Board, to bi-annual meetings in order to build close collaboration with companies all along the E-TEST project until 31/12/2023.

The Parties wish to exchange on a non exclusive and confidential basis certain information pertaining to

The Instrument or Geology Technologies, pooled in 6 Working Groups, required by the Einstein Telescope:

- Cryogenics - Vacuum
- Precision mechanics and mechatronics - Sensors - Advanced control algorithms
- Mirrors coating - Lasers- Optics & optical metrology
- Geophysical imaging and remote sensing
- Water technology - Tunneling technology
- Simulation and modeling

(hereinafter referred to as the "Information");

The Parties wish to exchange the Information for the sole purpose of enabling the Parties to collaborate, to develop innovation for the building, implementation and the running phase of the Einstein Telescope;

The Parties wish to provide the terms and conditions of the disclosure, use and protection of the Information.

THEREFORE, THE PARTIES AGREE, AS FOLLOWS

Article 1

This Agreement applies to every communication of information, data or materials between the Parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.

Article 2

The disclosure of Information by either Party is in strictest confidence and thus the receiving Party will:

- a. (i) not disclose to any other person or entity the Information or any part thereof and (ii) use at least the same degree of care to maintain the Information secret, as the receiving Party uses in maintaining secret its own confidential information, but always at least a reasonable degree of care;
- b. use the Information only for the above purpose, as described in the preamble, and shall not use the Information for any other purposes without the prior written consent of the disclosing Party or until further agreement, if any, is concluded between the Parties concerning the use of the Information;
- c. restrict disclosure of the Information solely to those employees of the receiving Party to whom it shall be essential to disclose such Information in order to accomplish the above purpose and provided that such employees shall have agreed in writing to be bound by the terms of this Agreement or have entered into an agreement of similar scope and obligations with the receiving Party to protect and limit the use of information of the receiving Party and the information of third Parties in the receiving Party's possession. Employee means a permanent member of the Receiving Party's personnel.
- d. within seven days (7) days following request of the disclosing Party, return to the disclosing Party all Information received from it and other materials containing any portion of the

Information without retaining any copy thereof.

This Agreement imposes no obligation on the receiving Party with respect to any of the Information which:

- (a) at the time of the disclosure is generally available to the public or thereafter becomes generally available to the public otherwise than through the fault or negligence of the receiving Party; or
- (b) can be shown by written records to have been in the receiving Party's possession prior to the time of the disclosure and was not acquired, directly or indirectly, from the disclosing Party; or
- (c) is rightfully given to the receiving Party by a third party under no obligation of confidentiality;
- (d) is independently developed by the receiving Party without the aid or use of such Information, as established by a substantial written evidence.

Information shall not be deemed to be available to the public or be in the receiving Party possession merely because it can be reconstructed in hindsight from a combination of information from multiple sources that are available to the public or to the receiving Party, if none of those sources actually teaches or suggests the entire combination, together with its meaning and importance.

Article 3

The Information shall remain the sole property of the disclosing Party and nothing herein shall be deemed to grant any rights thereto to the receiving Party, nor to obligate the disclosure of Information.

Article 4

The Parties expressly agree that the disclosure of the Information under this Agreement shall not be construed as an offer preliminary to an option to a license or as an obligation of either Party to enter into any further agreements with the other Party nor shall this Agreement constitute any warranty or assurance by the disclosing Party with respect to non-infringement of patents or other rights of third parties.

The disclosing Party discloses the Information in good faith but makes no warranty to the receiving Party as to the accuracy and/or completeness of the Information and shall not have any liability for errors or omissions in the Information.

The disclosing Party shall not have any liability towards the receiving Party or a third parties relating to or resulting from the use of the Information or any decisions made by the receiving Party in reliance on the Information.

Article 5

This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, undertakings and agreements relating to the subject matter hereof, whether oral or written.

Article 6

This Agreement comes into force as of the date first written above and will remain until 31/12/2023.

However, the confidentiality obligation contained in the present Agreement will remain in force as long as the Information is not respectively in the public domain.

Article 7

The failure by the receiving Party to fulfil any obligation required according to the present Agreement will lead to the immediate breakdown of the current discussions, to the wrongs of the receiving Party. The receiving Party will immediately return all Information to the disclosing Party, without prejudice to any damages and interests that might be applicable.

Article 8

This Agreement shall be exclusively governed by Belgian law. Any dispute relating to or arising out of this Agreement which cannot be amicably settled by the Parties shall be referred to courts of Liège.

Done at Liège in two originals.

For the Company,

**For the E-TEST consortium,
Led and represented by the ULiège**

Name of the legal representative.....
Title.....

Mr. Fabrice Bureau
ULiège Vice-Rector for Research

