TENDER DOCUMENT 2 (TD 2): NDA

The goal of this NDA is to ensure the security and the confidentiality of the information shared with the technology vendors regarding the PREVENT PCP project.

**NON-DISCLOSURE AGREEMENT (NDA)**

**BETWEEN:**

1. **KEMEA**, acting as Lead Procurer of the PREVENT PCP Group

**AND:**

1. Please fill in manually your company details :

Name Company : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Form Company : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address registered office : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(“Contractor”)

Hereafter individually referred to as a “**Party**” and jointly as the “**Parties**”.

**Now therefore, the Parties have agreed as follows:**

1. **OBJECT**
	1. The Receiving Party hereby undertakes, with respect to any Confidential Information it receives from the Disclosing Party under this Agreement, (a) not to use any such Confidential Information except for the PREVENT PCP project; (b) not to use any such Confidential Information to reverse engineer or design around the Disclosing Party’s proprietary technologies; (c) not to disclose any such Confidential Information to third parties without the express written permission of the Disclosing Party; (d) not to negatively impact whether on purpose or due to lack of diligence the essential security interests of the members of the PREVENT PCP Group and related entities; and (e) to safeguard such Confidential Information against disclosure to third parties using the same degree of care as the Receiving Party exercises with respect to its own proprietary information and in no event less than a reasonable degree of care.
	2. Despite the foregoing, the Receiving Party shall not be prevented from disclosing such Confidential Information:
2. to its Representatives:
	1. who need to know such information for the PREVENT PCP project, and
	2. who are bound by this Agreement or by obligations to the Receiving Party that are at least as restrictive as those set forth herein provided that the Receiving Party shall be responsible and liable for the conduct and compliance of its Representatives; or
3. to the extent required by applicable law, rule or order of court or any competent judicial, governmental, supervisory, administrative or regulatory body, or government regulation, provided that:
	1. the Receiving Party shall take reasonable measures to preserve the confidentiality of any such disclosure;
	2. the Receiving Party shall notify the Disclosing Party promptly in writing of the existence, terms, and circumstances surrounding such regulation or order;
	3. the Receiving Party shall give the Disclosing Party the opportunity to defend, limit or protect against such disclosure; and
	4. the Receiving Party shall furnish only that portion of the Confidential Information which is legally mandatory in the light of all the circumstances; or
4. in the event it has been authorised in writing by the Disclosing Party to do so.
	1. Each Receiving Party shall immediately:
5. notify the Disclosing Party upon becoming aware that any of the Confidential Information has been disclosed or is about to be disclosed to, or obtained by, a third party otherwise than as permitted pursuant to and in accordance with this Agreement;
6. provide full details of such unauthorized use or disclosure; and
7. take all reasonable steps required by the Disclosing Party to assist in preventing or stopping such unauthorized use or disclosure.
	1. All Confidential Information delivered by the Disclosing Party to the Receiving Party or its Representatives pursuant to this Agreement shall be and remain the Disclosing Party’s exclusive property. Nothing in this Agreement shall be construed to grant or imply to the Contractor any right, title, license or interest on the PREVENT PCP Group’s Confidential Information. To the extent relevant and required, the Contractor hereby gives the PREVENT PCP Group a worldwide, perpetual and royalty-free license on all Intellectual Property Rights relating to any input, information or deliverables that the Contractor provides to the PREVENT PCP Group in relation with the PREVENT PCP project.
	2. The Receiving Party explicitly agrees to treat the following items as Confidential Information (and with respect to such items shall abide by all obligations assumed by it under this Agreement):
8. the existence of the discussions regarding the PREVENT PCP project, the status or progress of such negotiations (including termination of negotiations) and the terms of any documentation relating to the PREVENT PCP project;
9. any of the activities which may take place pursuant to this Agreement;
10. any transaction or relationship discussed under this Agreement;
	1. Nothing in this Agreement shall prohibit a Party to have similar discussions (to the discussions in the framework of the PREVENT PCP project) with third parties whatsoever, insofar as such discussions with third parties do not result in a violation of the obligations of confidentiality and restricted use imposed by this Agreement.
11. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**
	1. The Receiving Party shall, upon a written request by the Disclosing Party, (i) immediately cease any and all use of the Confidential Information disclosed hereunder and (ii) return to the Disclosing Party or destroy, at the Receiving Party’s discretion, all documents and materials that contain the Disclosing Party’s Confidential Information. Any destruction of documents or materials shall be confirmed in writing by the Receiving Party.
	2. Notwithstanding the foregoing, the Receiving Party may retain an archival copy of the Confidential Information as may be required by any law or regulation as well as information contained in the Receiving Party’s electronic back-up files that are created in the normal course of business pursuant to Receiving Party’s standard protocol for preserving its electronic records. The obligations of the Receiving Party to preserve the confidentiality of any such retained Confidential Information shall survive the termination of this Agreement for as long as the information is so retained. The term “document” is used in its broadest sense, including electronic information.
	3. The return and/or destruction of the Confidential Information shall not release a Receiving Party and any of its Representatives from any other obligations under this Agreement.
12. **NO OFFER, REPRESENTATION OR WARRANTY**
	1. Notwithstanding anything in this Agreement to the contrary, the PREVENT PCP Group shall not be obliged to enter into any further agreement relating to the PREVENT PCP Project. Nothing in this Agreement shall constitute an offer or a grant of rights from the PREVENT PCP Group to the Contractor to buy, sell, transfer or assign processes, technologies, services and/or products from or to the PREVENT PCP Group. In particular, the Contractor acknowledges that even its final selection to participate in PREVENT PCP project, shall not constitute a formal grant of rights from the PREVENT PCP Group to the Contractor and shall not oblige the PREVENT PCP Group to enter into any further agreement relating to the implementation of the PCP.
	2. All Confidential Information is provided “as is”. The PREVENT PCP Group does not make any representations or warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.
13. **CONTACTS SOLELY THROUGH DESIGNATED PERSON(S)**
	1. Any further communication between the Parties, their Affiliates and their respective Representatives, directly or indirectly relating to the implementation of the PCP and/or the performance of this Agreement should be directed exclusively to:
14. For the Contractor : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
15. For the PREVENT PCP Group:
	1. The Parties undertake not to contact, directly or indirectly, any other Representative of the other Party in connection with the implementation of the PCP, without the prior written consent of the aforementioned Representative of the authorised signatories of the other Party.
16. **REMEDIES**
	1. The Receiving Party acknowledges and agrees that any violation of the obligations of confidentiality and restricted use imposed by this Agreement constitutes an infringement of the proprietary rights of the Disclosing Party for which the Receiving Party shall be held liable.
	2. The Receiving Party acknowledges that the Disclosing Party may suffer irreparable loss and damage if the Confidential Information is used or disclosed other than as permitted by this Agreement and monetary damages alone might not be an adequate remedy for any breach of this Agreement. Accordingly, the Receiving Party undertakes that the Disclosing Party shall be entitled to enforce any provision of this Agreement by means of a claim for specific performance or via immediate injunctive relief before the competent court in order to prevent any breach or any threatened breach of this Agreement, without the Disclosing Party being obliged to prove special damages or the amount of the (possible) resulting losses it has incurred.
17. **TERM**
	1. This Agreement shall be effective as from the date of signing by both Parties (the “**Effective Date**”).
	2. This Agreement shall be effective for 4 (four) years from the Effective Date unless terminated earlier or extended by mutual agreement of the Parties in writing. The rights and obligations under the terms of this Agreement shall survive expiration or termination of the Agreement and continue in full force and effect for 4 (four) years thereafter.
	3. Notwithstanding the foregoing, any Confidential Information that qualifies as a “trade secret” under applicable law and that has been explicitly marked by the Disclosing Party as such, shall be treated as Confidential Information for so long as such information retains its status as a trade secret, in accordance with applicable law.
	4. Notwithstanding the foregoing, the Contractor acknowledges that the PREVENT PCP Group is mandated to publish a brief extract of the projects and proposals received (following the template which will be filled in by the Contractor using the form Report main results and lessons learned for publication (TD4), the contract values and mandated to share certain information with the European Commission for accountancy reasons.
18. **MISCELLANEOUS**
	1. This Agreement shall supersede any and all previous provisions agreed between the Parties in respect of its subject matter. No modification or waiver of this Agreement may be accomplished without the prior written consent of both Parties.
	2. Each Party warrants that the persons executing this Agreement on behalf of it shall be duly authorized to represent said Party.
	3. This Agreement is a personal, indivisible, non-transferable agreement and may not be assigned or transferred by a Party, in whole or in part, without the prior written consent of the other Party.
	4. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such provision will be severed and the remainder of this Agreement will remain valid and enforceable to the maximum extent permitted by applicable law. Each Party shall use its best efforts to immediately negotiate in good faith a valid replacement provision that preserves the balance of this Agreement. Absent a replacement in accordance with the above, the invalid or unenforceable provision will be deemed to be replaced by a valid and enforceable provision that achieves Parties' original intent to the fullest extent possible, while respecting to any possible extent the initial balance of the Parties' rights and obligations.
19. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with Greek law and the Parties irrevocably submit to the exclusive jurisdiction of the Greek-speaking Administrative Court of Appeal of Athens in respect of any claim, dispute or difference arising out of or in connection with this Agreement.

For and on behalf of **the Contractor**

**Name:**

**Function:**

**Date:**