

## **Non-Disclosure Commitment**

(hereinafter "NDC")

**by**

**RISEnergy Advisory Board (AB) member / Selection Panel (SP) member /  
Innovation Management Expert Team (IMET) member / external expert**

(hereinafter "Recipient")

### **Whereas**

- the parties listed in Annex 1 to this NDC cooperate within the Horizon Europe project called "Research Infrastructure Services for Renewable Energy RISEnergy", funded by the European Commission through the Grant Agreement no. 101131793 (hereinafter "Project");
- the Recipient has been invited to participate in the Project's AB/SP/IMET/as an external expert in the field of renewable energy;
- during the Project, the Recipient will be consulted in relation to the Project and during such consultation Confidential Information, as defined below, could be disclosed to her/him by any of the Project Parties or by another member of the AB/SP/IMET or another external expert ("Purpose");
- in this NDC confidential information (hereinafter "Confidential Information") means information of a confidential or proprietary nature including but not limited to knowledge, data, know-how, documents and/or other information or material (whether written, electronic, oral or any other form) in relation with the Project that have to be considered confidential and/or sensitive, which may be disclosed in writing, orally, electronically, or in any other form of transmission (provided verbal disclosures are confirmed in writing within 15 days of disclosure) at any time to the Recipient;

### **Therefore the Recipient agrees as follows:**

#### **1. Recipient's obligations**

By agreeing to this NDC the Recipient, in respect of the Confidential Information, hereby undertakes:

- a) to keep and maintain the Confidential Information received from any of the Project Parties or from another member of the AB/SP/IMET/external expert strictly confidential and secret for the duration of the Project and in addition for a period of 5 years after the end of the Project;
- b) to only use the Confidential Information for the Purpose;
- c) not to disclose any Confidential Information to any third party without the prior written consent of the Project Party whose Confidential Information is to be disclosed and if needed for the Purpose only;
- d) to only disclose Confidential Information to other members of the AB/SP/IMET/external expert if such member(s) have agreed to a non-disclosure commitment equivalent to this NDC and if needed for the Purpose only;

- e) not to copy, reproduce, distribute all or part of the Confidential Information in any possible way.

The Recipient further undertakes, upon receipt of a request from the Project Party whose Confidential Information the request relates to:

- a) to return all documents, papers or records (whether in writing or capable of being reduced to writing) containing Confidential Information and all materials and samples relating to or derived from the Confidential Information. The Recipient may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations;
- b) to destroy all documents, papers or records relating to or containing Confidential Information that are not returned pursuant to the above.

## **2. Exceptions**

Any obligation of the Recipient as set forth in article 1 shall not apply to any Confidential Information as can be proven by the Recipient that:

- a) the Confidential Information is or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- b) the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to any of the Project Parties who disclosed such Confidential Information;
- c) the Confidential Information was developed, at any time, by the Recipient completely independently of any such disclosure by any of the Project Parties or another member of the AB/SP/IMET/external expert;
- d) the Confidential Information was already known to the Recipient prior to disclosure.

## **3. Acknowledgments**

The Recipient acknowledges and agrees that:

- a) the disclosure of any Confidential Information hereunder shall not be construed as granting of any rights, titles, licenses or interests whatsoever to the Recipient;
- b) the disclosure of any Confidential Information shall not be construed as granting of, nor shall imply the creation of any future obligation on the disclosing Project Party(ies) for granting such rights, titles, licenses or interests whatsoever in/to the Confidential Information, save the right of use provided for in this NDC;
- c) no obligations for the disclosing Project Party(ies) shall arise from this NDC to provide specific Confidential Information, nor to warrant the accuracy, usability and/or completeness of the Confidential Information provided;
- d) the disclosure of any Confidential Information by the disclosing Project Party(ies) will not constitute any offer, nor shall have the effect of creating any warranties or representations, to enter into any further contract in connection with all or part of Confidential Information;
- e) the Project Parties will collect and process personal data of the Recipients according to their privacy policy (<https://risenergy-project.eu/privacy/>).

## **Annex 1**

Project Parties are:

**Karlsruhe Institute of Technology (KIT)**

**AIT Austrian Institute of Technology GmbH (AIT)**

**Commissariat à l'Énergie Atomique et aux énergies alternatives (CEA)**

**Centro de Investigaciones Energéticas, Medioambientales y Tecnológicas – CIEMAT (CIEMAT)**

**Consiglio Nazionale delle Ricerche (CNR)**

**European distributed energy resources laboratories (DERlab) EV (DERlab)**

**Danmarks tekniske universitet (DTU)**

**ECCSEL European research infrastructure consortium (ECCSEL)**

**Alliance européenne de recherche dans le domaine de l'énergie (EERA)**

**EnBW Energie Baden-Württemberg AG (EnBW)**

**Agenzia nazionale per le nuove tecnologie, l'energia e lo sviluppo economico sostenibile (ENEA)**

**EPL Technology Frontiers Limited (EPL)**

**European Solar Research Infrastructure for Concentrated Solar Power (EU-SOLARIS)**

**Forschungszentrum Jülich GmbH (FZJ)**

**Interuniversitair micro-electronica centrum (IMEC)**

**Nederlandse organisatie voor toegepast natuurwetenschappelijk onderzoek TNO (TNO)**

**University College Cork – National University of Ireland, Cork (UCC)**

**Erevnitiko panepistimiako institouto systimatou epikoinonion kai ypologiston-EMP (NTUA)**

**Rheinisch-Westfälische technische Hochschule Aachen (RWTH)**

**Technical university of Sofia (TUS)**

**Universitatea politehnica din Bucuresti (UPB)**

**Bureau de recherches géologiques et minières (BRGM)**

**United Kingdom research and innovation (UKRI)**

**SOTACARBO - Societa tecnologie avanzate low carbon -Societa per azioni (SOTACARBO)**

**Universita degli studi di Roma La Sapienza (UNILaSapienza)**

**Univerzita Tomase Bati ve Zline (UNITomasBata)**

**University of Cyprus (UNICyprus)**

**Fundacio institut de recerca de l'energia de Catalunya (IREC)**

**OFFIS EV (OFFIS)**

**Ricerca sul sistema energetico- RSE SPA (RSE)**

**Alma mater studiorum- Universita di Bologna (UNIBologna)**

**Universita degli studi di Perugia (UNIPerugia)**

**Institute of electrochemistry and energy systems (IEES)**

**Centre for renewable energy sources and saving fondation (CRES)**

**Norges teknisk – naturvitenskapelige universitet NTNU (NTNU)**

**Consortio para el diseno, construccion, equipamiento y explotacion de la plataforma oceanica de Canarias (PLOCAN)**

**Chalmers tekniska hogskola AB (UNICHalmers)**

**Fundacion Tecnalia research & innovation (TECNALIA)**

**Stichting Nederlandse Wetenschappelijk onderzoek instituten (DIFFER)**

**SINTEF Energi AS (SINTEF)**

**Universita degli studi Padova (UNIPadova)**

**University of Strathclyde (UNIStrathclyde)**

**The University of Edinburgh (UNIEdinburgh)**

**Fundacion centro tecnologico de componentes (CTC)**

**Turkiye Bilimsel ve teknolojik arastirma kurumu (TUBITAK)**

**Helmholtz-Zentrum Berlin für Materialien und Energie GmbH (HZB)**

**The Cyprus institute (CYI)**

**Deutsches Zentrum für Luft – und Raumfahrt EV (DLR)**

**Fundacion IMDEA Energia (IMDEA)**

**Centre national de la recherche scientifique (CNRS)**

**Fundacion CENER (CENER)**

**Laboratorio Nacional de Energia e Geologia I.P. (LNEG)**

**Universidade de Evora (UNIEvora)**

**Deutsches Biomasseforschungszentrum (DBFZ)**

**DHI Deep Water Ocean Basin (DHI)**

**The Scientific and Technical Center for Building (CSTB)**

**Hellenic Mediterranean University (HMU)**

**Maritime Research Institute Netherlands (Marin)**

**Natural Resources Canada (NRCan)**

**National Renewable Energy Laboratory (NREL)**

**Renewable Energy Consortium for Research and Demonstration (Re-Cord)**

**Forschungszentrum Küste (FSK)**

**National Institute of Advanced Industrial Science and Technology (AIST)**

**Centre for Solar Energy Research and Applications (ODTU GUNAM)**

**The European Marine Energy Centre (EMEC)**

**French national institute for ocean science and technology (IFREMER)**

**VGA SRL (VGA)**

**Ghent University (UniGhent)**