



## e-GNSS Knowledge Triangle

### 6<sup>th</sup> CALL FOR EXPRESSION OF INTEREST FOR THE E-KNOT INDUSTRY VOUCHERS

#### Terms and Conditions

#### Confidentiality agreement

#### TERMS AND CONDITIONS

The Expression of interest for the "industry voucher" and the Terms and conditions have to be agreed and signed and then sent by email to the address [vouchers@eknotproject.eu](mailto:vouchers@eknotproject.eu).

**The last date for submission is September 15 midnight (CET). Documents provided later will not be considered.**

If selected, the company will be offered **without any financial contribution** (either requested or offered), **a short term consultancy service from ONE of the four academic partners** of the e-Knot Project. This academic partner will be selected by the e-KnoT partners themselves based upon their area of expertise.

The consultancy support will be organized at distance (calls, e-mails) without any physical meeting, unless differently agreed between the company and the academic partner. **Modalities of work** will be jointly agreed.

The consultancy will be limited to a maximum of **TWENTY working days** scattered on an indicative period of **THREE months** after the start of the consultancy. The appreciation of the achievement of the resources to be spent is left at the only decision of the academic Partner.

The selection of the company will be done by the **Board of the e-KnoT Project under GSA supervision**. The four academic partners which will participate to the consultancy activities are Politecnico di Torino, Ecole Nationale de l'Aviation Civile, Universität der Bundeswehr München, Universitat Politecnica de Catalunya. The Board will be composed of these four partners and Daniel Ludwig Consultant.

**Decision of the Board are irrevocable. All companies participating to the call will be informed, with no justification, of the outcome of selection.**

**The modalities of the protection, use and exploitation of the IPR generated during the consultancy activity, if needed, will be regulated by a separate agreement between the company and the e-KnoT party performing the work.**

# CONFIDENTIALITY AGREEMENT

By signing this Agreement **the signatory fully accepts** all terms and conditions mentioned in the Call for Expression of Interest and in particular, but not restricted to, the following conditions.

The text is signed between \_\_\_\_\_, **duly mandated person of the company** \_\_\_\_\_ and Prof. Fabio Dovis, as the coordinator of the e-KnoT<sup>1</sup> Project, representing the partners participating to WP12 (“WP410b – Industry Vouchers – Implementation”) of the e-KnoT project, individually referred to as ‘Party’, and collectively as the ‘Parties’.

**All confidentiality and non-disclosure aspects of the agreement apply to all the partners participating to WP12 of the e-KnoT project as well as the GSA staff involved and the Project Reviewers nominated by the GSA.**

In this Agreement the term “Proprietary Information” shall mean any information or data in whatever form, nature or media disclosed by either Party to the other pursuant to this Agreement, **whether oral or written, provided by the company in the “expression of interest” document or by either party during the selection phase.**

For a **period of two (2) years** from the effective date of this Agreement, in respect of any Proprietary Information received by a Party from the other Party, the receiving Party undertakes that such information shall:

- (a) be protected and kept in strict confidence by the receiving Party ;
- (b) be only disclosed to and used by those persons within the receiving **Party (e-KnoT project partners)** who have a need to know and solely for the Purpose;
- (c) not be used in whole or in part for any purpose other than the Purpose;
- (d) neither be disclosed nor caused to be disclosed whether directly or indirectly to any third party or persons ;

Any Proprietary Information and copies thereof shall remain the property of the disclosing Party.

The receiving Party shall have no obligations or restrictions under this Agreement with respect to any Proprietary Information which the receiving Party can prove:

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<sup>1</sup> The e-GNSS Knowledge Triangle (e-KnoT) project is funded by the European GNSS Agency under the European Union’s Horizon 2020 research and innovation programme under grant agreement No 641529

(a) has come into the public domain prior to, or after the disclosure thereof ;

(b) is already known to the receiving Party

or

(c) has been or is published without violation of this Agreement;

Nothing in this Agreement or the disclosure of information or data hereunder is intended to grant or shall be construed as granting to the receiving Party any title, rights or licences in or under any patent, copyright or any other intellectual property right whatsoever of the disclosing Party, other than the right to use such information or data for the Purpose strictly as authorised herein.

The aim of this Agreement being only to set out the rules for protection of Proprietary Information, it is expressly agreed that no warranty or representation is given or to be implied by either Party as to the completeness, accuracy or suitability for any particular purpose of any information or data disclosed hereunder, each Party making its own assessment over any such completeness accuracy or suitability of the Proprietary Information so received from the other Party.

**The effective date of this confidentiality agreement is the date of signature by the Company representative.**

**For the e-KnoT project partnership**

**For the company**

**The coordinator**

Prof. Fabio Dovis

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