

## NON-DISCLOSURE AGREEMENT (NDA)

This Nondisclosure Agreement or ("Agreement") has been entered into on the date of [DATE] and is by and between:

EIT Manufacturing, a French Association (Registration number W913012329, SIRET 88077857600012) with registered offices at Centre d'Intégration Nanoinnov, 2 Boulevard Thomas Gobert, Palaiseau, France, hereafter as "**the Company**"

AND

..... (Registration number ....., VAT .....) with registered offices at ..... hereafter as "**the Recipient**"

Both hereafter as the "**Parties**" or individually the "**Party**",

For the purpose of preventing the unauthorized disclosure of Confidential Information as defined below, the parties agree to enter into the following agreement:

**1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has been shared, communicated or otherwise disclosed to the Recipient, in whichever format, in connection with the Request for Proposal of Skills.move2.0.

**2. Exclusions from Confidential Information.** The Recipient's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Recipient; (b) discovered or created by the Recipient before disclosure regarding the Meeting; (c) learned by the Recipient through legitimate means other than from the Company or the Meeting; or (d) is disclosed by Recipient with Company's prior written approval.

**3. Obligations of Recipient.** Recipient shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Company and the other entities involved in the Meeting. Recipient shall not, without the prior written approval of Company, use for Recipient's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Company or other entities involved in the Meeting, any Confidential Information. Recipient shall destroy or return to Company any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately upon Company's request.

4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Recipient's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a secret or until Company sends Recipient written notice releasing Recipient from this Agreement, whichever occurs first.

5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute a partnership or joint venture of the other party for any purpose.

6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter. This Agreement may not be amended except in writing signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. **Duration.** Without prejudice to point 4., this Agreement shall remain in effect until April 30<sup>th</sup>, 2024.

10. **Applicable law and Jurisdiction.** This agreement shall be governed by French law. Both Parties agree to first endeavor to settle amicably any dispute arising from the execution or interpretation of this agreement, by involving their appropriate management functions. Any disagreement or dispute which may arise in connection with this agreement and which the Parties are unable to settle amicably will be brought before the courts of Paris, France.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative. This agreement may be signed by electronic means using electronic signature.

**On behalf of the Company**

**Read and agreed,**

**On [date] \_\_\_\_\_,**

**in [place] \_\_\_\_\_**

**Signature:**

**On behalf of the Recipient**

**Read and agreed,**

**On \_\_\_\_\_,**

**in [place] \_\_\_\_\_**

**Signatures:**