

Non-Disclosure Agreement

This Non-Disclosure Agreement is by and between the undersigned:

- 1) **Interuniversitair Micro-Electronica Centrum vzw**, with its registered office situated at Kapeldreef 75, 3001 Leuven, Belgium, registered under the number BE0425.260.668, hereinafter referred to as “IMEC” or the “Coordinator”
- 2) **Open & Agile Smart Cities vzw**, with registered offices situated at Luxemburgstraat 19-21, 1000 Brussels, Belgium, registered under the number BE0686.623.804, hereinafter referred to as “OASC”
- 3) **Engineering – Ingegneria Informatica SPA**, with registered offices situated at Piazzale Dell'Agricoltura 24, Roma 00144, Italy, hereinafter referred to as “ENG”
- 4) **The Lisbon Council for Economic Competitiveness and Social Renew vzw**, with registered office situated at Wetstraat 155, 1000 Brussels, Belgium, registered under the number BE0860.905.088, hereinafter referred to as “The Lisbon Council”
- 5) **Gemeente Rotterdam**, situated at Coolingsingel 40, 3011 AD Rotterdam, the Netherlands, hereinafter referred to as “ROTTERDAM” or “RDAM”
- 6) **TAMPEREEN KAUPUNKI**, located at Aleksis Kiven Katu 14-16, 33101 Tampere, Finland, hereinafter referred to as “TAMP”
- 7) **Vlaams Gewest**, located at Havenlaan 88, 1000 Brussels, Belgium, hereinafter referred to as “ABB”
- 8) **Future Insight Group BV**, with registered offices situated at Grote Voort 207, 8041 BK Zwolle, the Netherlands, hereinafter referred to as “FI”
- 9) **Tampereen Kaupunkiseudun Elinkeino- ja Kehitysyhtiö Business Tampere OY**, located at Kalevantie 2, 33100 Tampere, Finland, hereinafter referred to as “BUTA”
- 10) **Chamber of Commerce and Industry of Slovenia (CCIS)**, with registered office situated at, hereinafter referred to as “Potential Partner”

The parties are individually referred to as the “Party” and two, more or all are collectively referred to as the “Parties”.

- WHEREAS IMEC, OASC, ENG, The Lisbon Council, RDAM, TAMP, ABB, FI and BUTA are beneficiaries in the Horizon funded project “TWIN-BASED WEB INTEROPERABLE NETWORK FOR ENGAGEMENT” – Acronym TWINE which is awarded under the HORIZON-CL4-2025-03 call, with starting date September 1st, 2026 and ending on August 31st, 2029 (hereinafter referred to as “TWINE Consortium”);
- WHEREAS the Hop-on Facility call (applicable call: HORIZON-WIDERA-2026-03-WIDENING-01) is organized to add new partners from widening countries into ongoing Horizon Europe research projects such as TWINE”;
- WHEREAS the Potential Partner has expressed its interest to join as a beneficiary the ongoing project TWINE and therefore the Parties with to pursue exploratory discussions;
- WHEREAS during such exploratory discussions, it may be desirable or necessary for the TWINE Consortium to disclose Confidential Information (as defined below);
- WHEREAS the terms and conditions of such disclosure as well as the use and protection of the Confidential Information is provided hereunder;

NOW, THEREFORE, the Parties hereto agree as follows:

Article 1 – Definitions

The following definitions apply in this Non-Disclosure Agreement:

- 1.1. “Confidential Information” means all non-public, proprietary or confidential information or materials (however recorded or preserved e.g. in oral, visual, written, electronic or other tangible or intangible form) disclosed to or obtained by the Recipient from the Disclosing Party during the term of this Non-Disclosure Agreement and all notes, analyses, summaries, reports and other materials that contain, are based on or otherwise reflect, to any degree, any of the foregoing.
- 1.2. “Disclosing Party” means a Party of the TWINE Consortium or its Representatives who disclose(s) or make(s) available directly or indirectly Confidential Information.
- 1.3. “Purpose” means discussions regarding the potential hop-on by Potential Partner to TWINE under the call HORIZON-WIDERA-2026-03-WIDENING-01.
- 1.4. “Recipient” means the Party to this Non-Disclosure Agreement which receives or obtains directly or indirectly Confidential Information.
- 1.5. “Representative” means an employee, director, consultant or advisor of a Party.

Article 2 – Obligations and restrictions

During and after expiration of the term of this Non-Disclosure Agreement until August 31st, 2035, in respect to Confidential Information of the Disclosing Party, the Recipient shall:

- 2.1. protect and keep such Confidential Information in confidence with the same degree of precaution and safeguard utilized in treating its own confidential information of like importance, but in no case less than a reasonable degree of care.
- 2.2. only disclose to and permit the use of such Confidential Information to its Representatives who need to know the Confidential Information for the purpose, provided that:
 - (a) it informs these Representatives of the confidential information of the Confidential Information before disclosure; and
 - (b) it ensures that these Representatives agree to be bound by confidentiality terms no less stringent than those set for in this Non-Disclosure Agreement; and
 - (c) it remains liable for these Representatives’ compliance with the obligations set out in this Non-Disclosure Agreement.
- 2.3. without the specific prior written authorization of the Disclosing Party, not use such Confidential Information in whole or in part for any purpose other than the Purpose.
- 2.4. without the specific prior written authorization of the Disclosing Party, neither disclose such Confidential Information nor permit such Confidential Information to be disclosed, directly or indirectly, to any third party or person other than those referenced in article 2.2 above.
- 2.5. no reverse engineer, reverse assemble, disassemble or decompile the Disclosing Party’s Confidential Information or permit others to do so.

Article 3 – Exceptions – Compelled disclosure

- 3.1. The obligations and restrictions in Article 2 do not apply to any information or materials, which the Recipient can prove, that:
 - 3.1.1. were, at the date of disclosure, or have subsequently become generally known or available to the public through no fault or breach of this Non-Disclosure Agreement by the Recipient.
 - 3.1.2. were rightfully known by the Recipient prior to receipt of such information or materials from the Disclosing Party.
 - 3.1.3. are received from a third party free to disclose such information and materials;
 - 3.1.4. are independently developed by the Recipient without access to any Confidential Information of the Disclosing Party.

Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are, or become, known to the public.

- 3.2. Nothing in this Non-Disclosure Agreement will be deemed to restrict the Recipient from disclosing the Disclosing Party's Confidential Information to the extent required by operation of law, final court or administrative order provided that the Recipient uses reasonable efforts to give the Disclosing Party prior notice of required disclosure and cooperates with the Disclosing Party in contesting disclosure or obtaining confidential treatment of such disclosure.

Article 4 – Return or destruction of Confidential Information

- 4.1. At the request of the Disclosing Party, the Recipient shall within thirty (30) calendar days from such request:
 - (a) destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;
 - (b) erase all the Disclosing Party's Confidential Information from its computer systems save for copies of materials containing or reflecting Confidential Information that are automatically generated through backup and/or electronic archival systems and which are not readily accessible by the Recipient's personnel (other than information technology personnel); and
 - (c) certify in writing to the Disclosing Party that it has complied with the requirements of this article.
- 4.2. Notwithstanding article 4.1, the Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this Non-Disclosure Agreement.

Article 5 – Rights - Warranty

- 5.1. Nothing in this Non-Disclosure Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Recipient or to enter into any further contractual relationship. The Disclosing Party shall disclose to Recipient only such Confidential Information as it is entitled to disclose and which the Disclosing Party deems in relation to the Purpose.
- 5.2. The Disclosing Party is and remains the owner of the Confidential Information it disclosed. The Recipient acknowledges and agrees that nothing in this Non-Disclosure Agreement will be construed as granting

any rights to Recipient by license or otherwise in or to any Confidential Information of the Disclosing Party, or any patent, copyright or other intellectual property or proprietary rights of the disclosing party, except as specified in this Non-Disclosure Agreement

- 5.3. Any Confidential Information exchanged under this Non-Disclosure Agreement is provided “AS IS”. As a consequence, the Disclosing Party shall not be liable for any direct or indirect damages arising out of the use, performance or application of Confidential Information by the Recipient.

Article 6 – Term and termination of this Non-Disclosure Agreement – Surviving articles

- 6.1. This Non-Disclosure Agreement enters into force upon the date of execution hereof by the Parties, with retroactive effect as from January 13, 2026 (opening of the above-referenced call) and remains in force for a period upon occurrence of any of the following events whichever comes first;
- (a) the Parties decide that no proposal is submitted by the Potential Partner under the above-referenced call;
 - (b) the proposal submitted by the Potential Partner is not accepted for funding under the above-referenced call;
 - (c) the accession by the Potential Partner to the Consortium Agreement for TWINE if the submitted proposal by the Potential Partner is approved for funding under the above-referenced call. The Potential Partner acknowledges and agrees that if the proposal is approved for funding under the above-referenced call, the Potential Partner is to accede as a partner to the Consortium Agreement for TWINE.
- 6.2. The Parties acknowledge and agree that they are obligated to respect the period confidentiality specified in article 2.1 notwithstanding the expiration of this Non-Disclosure Agreement. Moreover, all provisions of this Non-Disclosure Agreement which by nature should survive the termination of this Non-Disclosure Agreement shall so survive such expiration or termination; this shall include, without limitation, the provisions relating to ownership of Confidential Information, Applicable Law and Miscellaneous.

Article 7 – Applicable law and dispute settlement

This Non-Disclosure Agreement is subject to Belgium law and any disputes or differences arising in connection with this Non-Disclosure Agreement, which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Brussels, Belgium.

The Parties acknowledge that any disclosure, use or misappropriation of Confidential Information of any Disclosing Party in breach of this Non-Disclosure Agreement may cause such Disclosing Party immediate and irreparable harm and that monetary damage may not constitute an adequate remedy. Accordingly, and notwithstanding the foregoing, the Parties agree that such Disclosing Party shall have the right to apply to any court of competent jurisdiction to seek injunctive relief or other orders prohibiting any breach of threatened breach hereof.

Article 8 – Miscellaneous

- 8.1. This Non-Disclosure Agreement contains and constitutes the entire understanding and agreement between the Parties concerning the Purpose about the exchange and protection of the Confidential Information. This Non-Disclosure Agreement may not be amended or modified except by a subsequent agreement in writing by duly authorized officers or representatives of the Parties. This written form requirement cannot be waived except by a written instrument signed by all the Parties. This Non-Disclosure Agreement may neither in whole nor in part be transferred or assigned by one Party to a third party without the prior written consent of the other Parties.

- 8.2. Should a provision of this Non-Disclosure Agreement be or become invalid or void, the validity of the remainder of this Non-Disclosure Agreement is not affected. The Parties shall replace the invalid or void provision and amend this Non-Disclosure Agreement with a provision that comes as close as possible to the invalid or void provision in a way that is permitted by law.
- 8.3. A waiver of any term or condition in one instance shall not be deemed to be a waiver of such term or condition in any other instance. No waiver of any right, remedy, power or privilege by any Party under this Non-Disclosure Agreement shall be effective unless made in writing.
- 8.3. Each Party shall comply with all applicable laws, rules and regulations in effect, including but not limited to export laws and regulations, and each Party shall obtain all necessary export licenses in connection with any subsequent export, re-export, transfer or use of all Confidential Information disclosed under this Non-Disclosure Agreement. The Receiving Party agrees that it will not export or re-export, directly or indirectly, any Confidential Information received from the Disclosing Party if prohibited by the applicable laws or if a necessary export license is not obtained. The Parties acknowledge that the Confidential Information disclosed under this Non-Disclosure Agreement shall not be evaluated or employed for the purpose of use in missile technology, nuclear or chemical biological weapon activities or in any manner for a military end use or with a military end-user.
- 8.4. The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of this Non-Disclosure Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy

IN WITNESS WHEREOF, the Parties have duly signed by the undersigned authorized representatives this Non-Disclosure Agreement on the date indicated hereafter.

For IMEC on its own behalf and on behalf of the other Parties of the TWINE Consortium,

Name:
Title:
Date:

For the Potential Partner,

Name:

Title:

Date:

Power of Attorney (only for the beneficiaries of TWINE)

_____ [Full name+legal form], a legal entity duly organized and existing under the laws of _____ [country of incorporation], PIC _____, established at _____ [Full Address], and duly represented in this matter by _____ [Name + Title],

hereby gives authority to:

Interuniversitair Micro-Electronica Centrum vzw, a legal entity duly organised and existing under the laws of Belgium, with registered office situated at Kapeldreef 75, 3001 Leuven, Belgium (the Coordinator of TWINE)

with power to sign, on behalf of _____, the following document:
Non-Disclosure Agreement (which is provided together with this document).

Signed on
