

## NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** (*the Agreement*) is entered into on this 1<sup>st</sup> day of November 2012 by and between:

1. Astronomical institute of the Academy of Sciences of the Czech Republic, having its registered office in Fričova 298, CZ-25165 Ondřejov hereinafter referred to as *the Discloser* and
2. Prof. Chris Done, having its registered office or based in Department of Physics, Durham University, South Road, Durham, DH1 3LE, United Kingdom hereinafter referred to as *the Recipient*.

### **WHEREAS:**

The Discloser and Recipient hereto desire to evaluate entering into partnership for the purpose of participation in the Advisory Board of the StrongGravity project funded by the European commission. Throughout the aforementioned discussions, the Discloser may share proprietary information or Confidential Information with the Recipient subject to the terms and covenants set forth below.

### **NOW IT IS AGREED AGREE AS FOLLOWS:**

#### **1. Confidential Information**

1.1 For the purposes of this Agreement, Confidential Information means any data or proprietary information of the Discloser that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (ii) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;
- (iii) any plans, financial information, or projections, operations and performance results relating to the Discloser's past, present or future scientific activities;
- (iv) any other information that should reasonably be recognized as Confidential Information by the Discloser.

1.2 The Discloser and the Recipient agree hereby that Confidential Information need not be novel, unique, patentable or copyrightable in order to be designated Confidential Information and therefore protected.

1.3 The Recipient hereby acknowledge that the Confidential Information proprietary of the Discloser has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

1.4 Notwithstanding the aforementioned Confidential Information shall exclude information that:

- (i) is already in the public domain at the time of disclosure by the Discloser to the Recipient or thereafter enters the public domain without any breach of the terms of this Agreement;

- (ii) was already known by the Recipient before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
- (iii) is subsequently communicated to the Recipient without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Discloser;
- (iv) becomes publicly available by other means than a breach of the confidentiality obligations by the Recipient (not through fault or failure to act by the Recipient);
- (v) is or has been developed independently by employees, consultants or agents of the Recipient (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Discloser.

## **2. Purpose of the Disclosure of Confidential Information**

The Discloser and Recipient will enter into collaboration with Chris Done for the purpose of participation in the Advisory Board of the Strong Gravity project.

## **3. Undertakings of the Recipient**

3.1 In the context of preparations, the Discloser may disclose Confidential Information to the Recipient. The Recipient agrees to use the Confidential Information solely in connection with purposes contemplated in this Agreement and not to use it for any other purpose or without the prior written consent of the Discloser.

3.2 The Recipient will not disclosure and will keep confidential the information received.

3.3 The Recipient will use the Confidential Information exclusively for the permitted purpose stated in clause 2 and not use the information for its own purposes or benefit.

3.4 The Recipient will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.

3.5 The Recipient shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information.

3.6 All Confidential Information disclosed under this Agreement shall be and remain under the property of the Discloser and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Recipient. Principally, nothing in this Agreement shall be deemed to grant to the Recipient a licence expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all the existing and future intellectual property rights related to the Confidential Information are exclusive titles of the Discloser. For the sake of clarity based in good faith, the Recipient will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser.

3.7 The Recipient shall promptly return or destroy all copies (in whatever form reproduced or stored) of the embodied Confidential Information disclosed under this Agreement and all notes and derivatives related to such Confidential Information, upon the earlier of the completion or termination of the dealings contemplated in this Agreement; the termination of this Agreement; or at

the time as the Discloser request it to the Recipient.

3.8 Notwithstanding the foregoing, the Recipient may retain such of its documents as required to comply with mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.

3.9 In the event that the Recipient is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Discloser of the terms of such disclosure and will collaborate to the extent practicable with the Discloser in order to comply with the order and preserve the confidentiality of the Confidential Information.

3.10 The Recipient agrees that the Discloser will suffer irreparable damage if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Discloser shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such a breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

3.11 The Recipient shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the Discloser may wish to take prevent, stop or obtain compensation for such breach or threatened a breach or threatened breach.

3.12 The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, non-infringement of third party rights, accuracy, completeness or correctness. Further, the Discloser shall not have any liability to the Recipient resulting from any use of the Confidential Information.

3.13 The Discloser is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

3.14 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Discloser and Recipient.

## **4. Miscellaneous**

### **4.1 Duration and Termination**

4.1.1 This Agreement shall remain in effect for a term of 60 months term. Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

### **4.2 Applicable Law and Jurisdiction**

This Agreement shall be construed and interpreted by the laws of the Czech Republic. The court jurisdiction shall be according to the register office of Discloser.

### **4.3 Validity**

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid

and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

#### 4.4 Communications

Any notices or communications required may be delivered by hand or e-mail, mailed by registered mail to the address of the Recipient/Discloser as indicated above. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Non-Disclosure Agreement to be executed as of the date stated above.

FOR Chris Done, Advisory Board member

  
Chris Done

Done at DURHAM on 26/10/12

FOR Coordinator on behalf of the StrongGravity Consortium  
Astronomický ústav AV ČR, v.v.i. (AsU), Fričova 298, CZ-25165 Ondřejov

  
Vladimír Karas (director)

Done at PRAHA on 1.11.2012