



European  
Commission

Horizon 2020  
European Union funding  
for Research & Innovation



The Art of Science Learning

## **NON-DISCLOSURE AGREEMENT**

**For Advisory Board Members**

**Project acronym: PERFORM**

**Project full title: "Participatory Engagement with Scientific and Technological Research through Performance"**

This NON DISCLOSURE AGREEMENT is made on..14/07/2016..... ("Effective Date")

**BETWEEN:**

FUNDACIÓ UNIVERSITAT OBERTA DE CATALUNYA, (hereinafter referred to as "UOC") acting on its behalf and on behalf of the participants in the EU project PERFORM, which are the following:

- THE BIG VAN THEORY (TBVT)
- UNIVERSITY OF BRISTOL (UoB)
- SCIENCE MADE SIMPLE (SMS)
- THE UNIVERSITY OF WARWICK (UoW)
- L'ATELIER DES JOURS A VENIR (AJA)
- TRACES (TRACES)
- UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO)
- EUROPAISCHE GESELLSCHAFT FÜR WISSENSCHAFTSVERANSTALTUNGEN (EUSEA)
- UNIVERSITAT AUTÒNOMA DE BARCELONA (UAB)

and the following member of the PERFORM External Expert Advisory Board:

**Dr ÀGUEDA GRAS-VELAZQUEZ**, of ...Spanish... citizenship and with domicile for these purposes at ...Avenue du Onze November, 78, B7, Brussels, Belgium

hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Project entitled "**Participatory Engagement with Scientific and technological Research through Performance**" in short **PERFORM** (hereinafter referred to as "Project").

**WHEREAS:**

(A) UOC is Coordinator of the Project

(B) According to Section 3.2.1 of the Grant Agreement relating to the Project, an Advisory Board - hereinafter referred to as "AB" – is to be constituted, which consists of an interdisciplinary and intersectorial panel composed of various experts on education and communication research and from other entities

(C) Dr Àgueda Gras-Velazquez has been appointed as member of the AB

(D) Each participant in PERFORM may provide certain confidential information related to PERFORM to the AB, all such information to be considered as the "Confidential Information"

Whereupon the Parties hereto wish to record the terms and conditions upon which this information will be disclosed.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. In this agreement:

"Disclosing Party" shall mean any participant in PERFORM.

"Recipient" shall mean Dr Àgueda Gras-Velazquez.

"Confidential Information" shall mean (subject to clause 4 below): the data and information provided by a Disclosing Party to the Recipient related to the Project, in tangible or intangible format, including information covered by copyrights or patents, techniques, models, inventions, know-how, processes, software, research results, design details, business and contractual relationships and plans, training plans, and any other information that may be disclosed regarding the Project; and any document, annotation, note, analysis, study or report based on or derived from the above-stated information.

"Purpose": to peer-review the progress and mid-term reports and main deliverables of the Project, advice on the project tasks and specifically on the design of performance-based science education methodologies and

training toolkits, provide links to other programs and activities, and make recommendations to the Steering Committee for enhancing PERFORM activities through the elaboration of an Evaluation Report to be submitted to the European Commission in month 24 of the Project (October 2017).

2. The purpose of this Non-Disclosure Agreement is to specify the terms and conditions under which the Recipient will maintain the confidentiality of Confidential Information.

3. Recipient undertakes to each Disclosing Party to hold the Confidential Information in strict confidence and shall take all reasonable precautions to prevent the unauthorized disclosure or access to Confidential Information to third parties. Recipient shall use the Confidential Information exclusively for the Purpose, especially for providing advice as member of the AB to the Steering Committee of PERFORM Project.

4. Recipient's obligations under this agreement shall not apply to any information which Recipient can document beyond any reasonable doubt was available to the public or known to or developed by the Recipient prior to the date first above written. These obligations shall cease as to any information which Recipient can document thereafter became or becomes available to the public, otherwise than as a result of disclosure by Recipient or was or is disclosed to Recipient by a party unrelated to Recipient, that does not have a nondisclosure obligation with respect to it. Moreover, Recipient's obligations under this agreement shall not apply to Confidential Information Recipient has a legal obligation to disclose to public authorities under law, regulation or lawful administrative decision.

5. At any time, upon a Disclosing Party's request, Recipient shall promptly deliver to the Disclosing Party all copies in his possession of the Confidential Information and all materials relating to or involving Confidential Information (whether prepared by the respective Disclosing Party or otherwise), and undertakes not to retain any copies, extracts or other reproductions in whole or in part regarding the Confidential Information. The delivery of such material shall not relieve Recipient of its obligation of confidentiality or other obligations hereunder.

6. Nothing in this agreement shall be construed as granting Recipient any rights of any kinds in the Confidential Information, by license or otherwise.

7. This agreement shall be governed by the laws of Belgium. All disputes or differences arising in connection with this agreement which cannot be settled amicably shall be finally settled by arbitration in Brussels under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators to be appointed under the terms of those rules. In any arbitration in which there are three arbitrators, the chairman shall be of juridical education. It shall be conducted in English. The award of the arbitration will be final and binding upon the Parties concerned. The Parties concerned may instead elect to resolve by mediation a dispute or difference arising in connection with this agreement which cannot be settled amicably.

8. Any Disclosing Party may take action individually in relation to its disclosure of information to the Recipient and to enforce the latter's obligations under this Non Disclosure Agreement.

9. This agreement shall come into force after signature of both Parties hereto on the Effective Date and shall expire on October, 31st, 2018. The obligations pursuant to Article 3 shall remain valid for the Recipient even after the end of this agreement for a period of five (5) years thereafter.

The Parties have caused this Agreement to be duly signed by the undersigned authorized representatives the day and year first above written.

FUNDACIÓ UNIVERSITAT OBERTA DE CATALUNYA

Dr ÀGUEDA GRAS-VELAZQUEZ

Signature(s)

Name(s)

Title(s)

Date

 **UOC**  
Fundació per a la  
Universitat Oberta  
de Catalunya

Miquel Àngel Riera

Director USRT

20/02/16

Signature(s)

Name(s) Àgueda Gras-Velazquez

Title(s) Dr

Date 14/07/2016

