

NON-DISCLOSURE AND NON-USE AGREEMENT

Whereas:

- _____ in his function as

(the "Recipient"), will attend the CERN Timing Workshop to be held at CERN in Geneva on the 15th of February 2008 (the "Timing Workshop") and organised by the CERN Accelerators and Beams Department;

- The overall objectives (the "Purpose") of the Timing Workshop are to :
 - facilitate communication, understanding and direct interaction between research and industry to expedite the improvement of timing hardware technology,
 - address the specific needs and interests of research institutes through concrete examples of research applications,
 - inform research scientists of the needs, constraints and solutions of industry,
 - propose and brainstorm possible synergies and collaborations, and discuss the possibilities of setting up partnerships within and between research and industry to collaborate and refine common projects, share resources, and either co-finance their projects or seek external funding together;
- during the Timing Workshop, information will be exchanged on a voluntary basis by those parties signifying their agreement to the terms of this Agreement in order to further the Purpose, and information disclosed during or in relation to the Timing Workshop is considered by the disclosing parties as being of confidential nature (the "Confidential Information"), and any unauthorized dissemination of the same may be prejudicial to such parties;

NOW THEREFORE by signing this Non-Disclosure and Non-Use Agreement (the "Agreement"), the Recipient agrees to its terms and conditions:

1. "Disclosing Party" shall mean a party that supplies Confidential Information to the Recipient during or otherwise in connection with the Timing Workshop.
2. This Agreement shall apply to Confidential Information disclosed by a Disclosing Party to the Recipient which has been identified as confidential

or which can be reasonably understood to be confidential, whether disclosed before, on or after the date of this Agreement. It includes but is not limited to materials, experimental techniques, experimental results, designs, sketches, drawings, reports, literature reviews, computer programmes, samples or prototypes and expertise in connection with or arising from the Confidential Information in any form, such as but not limited to any documents, photographic and electronic formats.

3. The Recipient acknowledges and agrees that the exchange of Confidential Information does not imply any transfer of title and/or ownership to Confidential Information or the creation of any intellectual property rights, and thus all property, including intellectual property, in the Confidential Information shall remain with and be vested in the Disclosing Party.
4. The Recipient may use the Confidential Information only for the Purpose.
5. The Recipient shall keep the Confidential Information strictly confidential and secret, and shall not in any way without the Disclosing Party's prior written permission use (except for the Purpose), reproduce, or disclose the Confidential Information to any other party. The Recipient shall limit within the Recipient's organisation the circle of recipients of the Confidential Information on a need-to-know basis and shall ensure that they are aware of and comply with the obligations defined in this Agreement.
6. The Recipient shall use the same degree of care as it uses to protect its own information of a similar nature, but no less than reasonable care, to prevent the unauthorized reproduction, disclosure or use of the Confidential Information.
7. The Recipient shall not without the express written consent of the Disclosing Party derive directly or indirectly from the possession of the Confidential Information any rights, grant of license, title or interest therein, nor to claim any rights to disclose or use for his own benefit such Confidential Information,
8. Without prejudice to his obligations pursuant to this Agreement, the Recipient shall at the request of the Disclosing Party, promptly return or, if agreed by the Disclosing Party destroy or delete all Confidential Information received from the Disclosing Party and certify to the Disclosing Party that he has complied with these obligations.

9. Notwithstanding section 5 above, the Recipient is entitled to disclose Confidential Information which he is required by law to disclose. He shall notify the Disclosing Party of such disclosure with prompt advance notice in order to afford the Disclosing Party the possibility to seek confidential treatment thereof or other appropriate remedy.
10. The obligations defined in section 5 above shall not apply in respect of information which:
 - a. at the time of disclosure is already in the public domain; or
 - b. has become public knowledge other than as a result of a breach of this Agreement by the Recipient; or
 - c. in a lawful manner, the Recipient has obtained from a third party without any obligation of confidentiality; or
 - d. the Recipient has developed independently of the Confidential Information.
11. The Confidential Information is disclosed on an “as is” basis. The Disclosing Party makes no representations and provides no warranties, express or implied, as to the accuracy, fitness for a particular purpose or any other qualities of the Confidential Information.
12. This Agreement does not grant the Recipient any license or right other than expressly stated herein. In particular, this Agreement does not require the Disclosing Party to disclose, continue disclosing or update any Confidential Information, or negotiate or continue negotiating with the Recipient any other agreement in connection with the Confidential Information.
13. The Recipient shall continue to comply with the obligations defined in this Agreement as long as the said Confidential Information is not in public domain or until the prior written agreement of the Disclosing party who accepts the communication of the Confidential Information to a third party.
14. This Agreement shall be interpreted in accordance with its true meaning and effect and, as a result of CERN’s status as an Intergovernmental Organization, independently of any national or local law. Provided that if and insofar as this Agreement does not stipulate, or any of its terms and conditions are ambiguous or unclear, then, in those circumstances only and solely in respect of those circumstances and not in respect of this Agreement as a whole, reference shall be made to Swiss substantive law.

Name of Institute or Company:

Name of Representative:

Title:

Date:

Signature: