

DECLARATION OF NON-DISCLOSURE

The Undersigned :

Name :

Address :

Herewith declares as follows:

1. The Undersigned has agreed with the Technische Universiteit Delft, hereinafter referred to as "TU Delft", to the following:
TU Delft will disclose information to the Undersigned owned by TU Delft and considered sensitive to TU Delft. This information may include a series of numerical algorithms, and all products made thereof, developed in Fortran, Matlab, and/or Python for the noise prediction during offshore pile driving with and without the use of noise mitigation; called hereafter, collectively, the "SILENCE software". Detailed information about the SILENCE software is given at the TU Delft website: <http://ua.citg.tudelft.nl/>.
2. TU Delft shall supply the SILENCE software under article 1 to the Undersigned. SILENCE software and any other information disclosed to the Undersigned, even if not marked as 'confidential', information of which the Undersigned knows or can expect to be confidential and oral information marked in writing as "Confidential" within two months after the date of disclosure, shall be treated as Confidential and shall hereinafter be referred to as "Information".
3. The Undersigned agrees:
 - a. to use the Information only for their consideration internally, but not for any other purpose;
 - b. to maintain the Information as secret, and exercise all reasonable precautions to prevent unauthorized access to it;
 - c. not to copy the Information in any form;
 - d. not to disclose Information to any third party other than their employees who have a need to know for the permitted purpose and who are similarly bound (consistent with the restrictions in this declaration of non-disclosure) to protect the Information;
 - e. not to decompile, disassemble or otherwise reverse engineer any Information, or use any similar means to discover its underlying composition, structure, source code; and
 - f. not to export or re-export any Information or product thereof.The Undersigned shall promptly notify TU Delft of any unauthorized use or disclosure of Information, and shall be responsible for any breach of its confidentiality obligations by their employees and agents.
4. The Undersigned shall not use the SILENCE software, as specified under article 1 of this declaration of non-disclosure, for purposes other than those described in this article. Permission for the use of the SILENCE software, and all its derivatives, by the Undersigned is given as long as activities concerned are non-profit and non-commercial. Commercial use of the SILENCE software by the Undersigned is not allowed at any time. Commercial use includes, and is not limited to, the following:
 - a. Use of the SILENCE software for activities that concern the tender phase of projects, including the preparation of any tender documentation;
 - b. Use of the SILENCE software to support activities that concern the execution phase of a project;
 - c. Use of the SILENCE software to acquire external funding by national (NWO, RVO, etc.) and international (European Union funding, etc.) bodies;
 - d. Use of the SILENCE software for noise predictions in commercial projects;
 - e. Use of the SILENCE software to provide advice or a service to third parties;
 - f. Use of the SILENCE software for further research activities (outside the scope of this Agreement);
 - g. Use of the SILENCE software for developing, creating or marketing a product or process; or

h. Use of the SILENCE software in standardization activities.

The list defined above is non-exclusive. The use of the SILENCE software for any activity that results, or may result, to profit for the Undersigned is not allowed at any time. Profit can be understood here not only in financial terms but also in terms of any other competitive advantage that the Undersigned gains in the market by the use of the SILENCE software. If the Undersigned would like to use the SILENCE software for commercial purposes, Parties can agree upon this use in a separate agreement based on the individual needs of the Parties.

5. When the SILENCE software is used by the Undersigned for research or educational purposes an explicit acknowledgement regarding its use shall be made. The acknowledgement should read as follows *"Results have been obtained by using the SILENCE software of TU Delft (<http://ua.citq.tudelft.nl/index.html>)"*.
6. The Undersigned will undertake no further activities of any kind in relation to the Information after having informed TU Delft not to be interested in the Information.
7. The Undersigned shall not (and shall obtain from its employees the undertaking that they shall not) at any time, directly or indirectly, by virtue of the possession or use of the information acquire or appropriate any right to or interest in (parts of) information and shall not claim any legal right thereto, whether by means of patent application or otherwise.
8. All materials including, without limitation, computer codes and compiled software executables/libraries, documents, drawings, models, apparatus, sketches, designs and lists furnished to The Undersigned by TU Delft and which are proprietary of TU Delft, shall remain the property of TU Delft and shall be returned with all copies made thereof to TU Delft or destroyed, promptly at its written request.
9. Except as otherwise provided in articles 1 to 8 above, this statement shall be effective for an indefinite period of time. The obligations of confidentiality shall last for an indefinite period of time.
10. Due to the unique nature of the information shared under article 1 above, the Undersigned agrees that any breach or threatened breach of this declaration of non-disclosure may cause not only financial harm to the TU Delft, but also harm for which money damages will not be an adequate remedy. Thus, the TU Delft shall be entitled, in addition to any other legal or equitable remedies, to an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond. The financial harm alone in case of breach of the obligations by the Undersigned equals to two million Euros (2.000.000,- Euros).
11. If any part of this agreement is to be held invalid, the remaining part and obligations shall not be effected by such holding.
12. Disputes arising from this statement shall be governed by Dutch Law. All disputes arising out of or in connection with the statement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. In case only Dutch parties are involved, all disputes arising in connection with this statement, shall be finally settled by arbitration in accordance with the Rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut).

Done and signed for on behalf of:

THE UNDERSIGNED

Signature
Name
Function
Date
Place