

Secrecy undertaking

Version: 5 July 2018

The following secrecy undertaking is entered between FiBL (hereinafter called 'the Recipient') and the company named below (hereinafter called 'the Disclosing Party').

FiBL	name	Research Institute of Organic Agriculture
	address	Ackerstrasse 113
	town and post code	5070 Frick
	country	Switzerland
Company	name	
	address	
	town and post code	
	country	

Signed on behalf of:

FiBL	place	Frick
	date	
	signature	
Company	place	
	date	
	signature	

In consideration of the disclosure to it by the Disclosing Party of information related to all product(s) (hereinafter called 'the Product'), in the form of technical information and composition (hereinafter called 'the Information'), the Recipient undertakes as follows:

1. Not to make any commercial use of the Information.
2. To use the Information only to evaluate whether the Product applies to the guidelines of organic agriculture.
3. The Recipient will not disclose the Information to any third party. Employees of FiBL Projekte GmbH, FiBL Europe and Infoxgen, personally involved in the team of the European Input List and bound by confidentiality obligations not less strict than those set out herein will not be regarded as third parties. Employees of organic certifiers collaborating with FiBL in the publication of input lists and bound by confidentiality obligations not less strict than those set out herein will not be regarded as third parties. Disclosure will be made only to those employees who need to know the Information for the purpose set forth above.
4. If so requested by the Disclosing Party, to return or destroy any documents containing the Information supplied by the Disclosing Party. However, if the Information is redrawn from the Recipient, the acceptance of the Product in organic farming expires.
5. Not to copy any documents containing the Information, nor to take any extracts therefrom.
6. The above obligations shall not apply or shall cease to apply to Information which the Recipient can show to the reasonable satisfaction of the Disclosing Party:
 - a) has become generally available to the public otherwise than through violation of this undertaking;
 - b) was already in the Recipient's possession prior to its acquisition from the Disclosing Party;
 - c) has been received from a third party who did not acquire it directly or indirectly from the Disclosing Party.
7. The Recipient may disclose the Information if required pursuant to an order of competent court or administrative agency, provided that the Recipient has informed the Disclosing Party in writing thereof, and has used reasonable efforts to limit the scope of the disclosure and to obtain confidential treatment by the court or administrative agency of the Information disclosed pursuant to such order.
8. Any intellectual property rights created by using the Information will be the property of the Disclosing Party and the Recipient will assign such rights to the Disclosing Party upon its request.
9. This undertaking will not be construed as conferring to the Recipient any rights to the Information except as explicitly stated herein or as an obligation of the Disclosing Party to enter into any licence or other agreement with the Recipient.
10. The Recipient will acknowledge the receipt of Information from the Disclosing Party. This undertaking shall be valid for ten years after the receipt of Information.
11. This agreement is governed by, and construed in accordance with the laws of Switzerland, except as they relate to the conflict of laws. The parties hereby irrevocably submit to the exclusive jurisdiction of the ordinary courts of Laufenburg, Switzerland, without restricting any right of appeal.