



ATLAS Open Call Non-Disclosure Agreement and Terms of Participation for Experts

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1. Preamble

ATLAS (Agricultural Interoperability and Analysis System) is an EU-funded project under the Horizon 2020 Framework Programme for Research and Innovation (Grant Agreement No. 857125). This project is being implemented by 30 partners from 7 European countries between 2019 and 2023.

The overall objective of ATLAS is the development of an open digital service interoperability network for agricultural applications and to build up a sustainable ecosystem for innovative data-driven agriculture using the interoperability network.

The aim of the Open Call is to establish pilot studies aligned to agricultural use cases on the agricultural operations of the consortium's end user partners, and to establish the Innovation Hubs around these pilots to implement a sustainable ecosystem of innovative companies around these pilots. Partner AZO Anwendungszentrum GmbH Oberpfaffenhofen (AZO) will be responsible for the organisation and execution of the Open Calls on behalf of the ATLAS consortium and will be called further in this document as "Open Call Coordinator".

The ATLAS consortium will distribute EUR 1.050.000 in two rounds (2020 and 2021), funding 5 to 10 companies per Open Call. Only single applicants shall be eligible to receive funding.

The Open Call Coordinator assigns individual experts (hereinafter "Expert") with the evaluation of the proposals (hereinafter "Proposals") submitted by the Applicants. Before evaluating these Proposals, the Expert commits to the following Non-Disclosure-Agreement and Terms of Participation:

2. Eligibility

Expert is a resident of one of the Horizon2020 Participating countries¹ or is employed with a legal identity registered in the territory of one of the Horizon2020 Participating countries.

Expert confirms that they do not, to the best of their knowledge, have any interest in any of the proposals submitted in the open call, they have not been involved in their preparation and do not benefit either directly or indirectly from the eventual selection. Should Expert

¹ The Horizon2020 Participating countries include all the EU Member States and a number of associated and other countries, listed here

<https://ec.europa.eu/research/horizon2020/index.cfm?pg=country-profiles>





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discover a conflict of interest during the evaluation, they undertake to declare this and to withdraw from the evaluation.

3. Procedure and Terms of Participation

The Expert is willing to assess, classify and rate the Proposals. The Expert's assessment and rating of Proposals will be used by ATLAS consortium partners to determine the Applicants' capabilities to implement their proposals within the framework of the ATLAS project.

The open calls will aim for incorporating innovative midsize enterprises, SMEs, start-ups, and farmers, legally established and based in one of the EU Member States or the H2020 Associated country as defined in H2020 rules for participation, with a strong focus on data-driven agriculture, as well as small and innovative technophile farming operations, providing novel solutions to the agricultural community. Only single applicants shall be eligible to receive funding. ATLAS will provide seed funding to these companies, aiming for the formation of sustainable ecosystems around the innovation hubs.

Only 100% completed proposals will be evaluated and considered for funding.

The Open Call Coordinator will allow the Expert access to the Proposals via password protected electronic submission form (Database). The Expert must not make copies of such Proposals.

Expert will be part of an experts Panel for each open call challenge and will evaluate participants' proposals based on 5 criteria (Relevance, Impact, Sustainability, Innovativeness, and Feasibility). For each criterion, each proposal will be given scores of 0 to 5 (with a step of 0.1), as follows:

0 – Very poor: the proposal fails to address the criterion or cannot be assessed due to missing or incomplete information (unless the result of an "obvious clerical error").

1 – Poor: the criterion is inadequately addressed or there are serious inherent weaknesses.

2 – Fair: the proposal broadly addresses the criterion but there are significant weaknesses.

3 – Good: the proposal addresses the criterion well but with a number of shortcomings

4 – Very good: the proposal addresses the criterion very well but with a small number of shortcomings.





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5 – Excellent: the proposal successfully addresses all relevant aspects of the criterion; any shortcomings are minor.

The Expert will assess, and rate Proposals disclosed in accordance with the evaluation criteria and guidelines of the Open Call Coordinator. The Expert will remotely evaluate the Proposals and provide an assessment and rating thereof in the form of an evaluation sheet provided by the Open Call Coordinator.

Such remote evaluation will be followed by an evaluation meeting with the other experts and the partners, moderated by the Open Call Coordinator. The timing and nature of such meeting will be communicated by the Open Call Coordinator in due time.

The Applicants will receive an average rating of all Experts after the Proposals have been evaluated. Anonymised justifications and recommendations for future improvement will be provided on request.

4. Definition of Confidential Information

“Confidential Information” means any information in the Proposal disclosed to the Expert and the Expert’s assessment and rating of any Proposal, data and information, know-how, business concepts, software, procedures, products, services, development projects, and programmes contained in such Proposal and/or its description and any conclusions. This also includes any personal data of the Applicants that the Expert may come in contact with throughout the course of the evaluation process.

Confidential Information does not include:

- information already known or independently developed by the Expert prior to the disclosure of any Proposal;
- information already in the public domain through no wrongful act of the Expert;
- information received from a third party who was free to disclose such information.

In case of doubt any information is deemed to be a Confidential Information unless the Expert proves, that such information is not confidential.





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5. Non-Disclosure of Confidential Information / Obligations of Expert

The Expert shall not use any Confidential Information for any purpose except to review, assess and to rate the respective Proposals.

The Expert shall not disclose any Confidential Information to any third party or to the Expert's employees and/or employer without the prior written consent of the Open Call Coordinator. The Expert shall require its employees who will have access to Confidential Information to commit to a non-disclosure agreement that protects the Confidential Information to at least the same degree as this Agreement.

The Expert shall take all reasonable measures to protect the secrecy of and avoid any unauthorised disclosure or use of Confidential Information. Such measures shall include the highest degree of care that the Expert utilises to protect the Expert's own confidential information of a similar nature, but no less than reasonable care.

Notwithstanding the Expert's right to assess and rate the proposals, the Expert shall not use Confidential Information for its own or third party's purposes and shall not file for any intellectual right protection for Confidential Information or parts of it.

The Expert shall notify the Open Call Coordinator immediately in writing of any misuse or misappropriation of any Confidential Information that may come to the Expert's attention. The Expert agrees to segregate all Confidential Information relating to this agreement from Confidential Information of others to avoid commingling.

All **personal data** related to the Proposal of the Applicant must be kept confidential and may not be communicated to anyone other than the persons announced to the Open Call Coordinator. This includes both internal and third parties, as well as affiliated companies. The Expert will comply with the applicable data protection laws and undertakes that appropriate technical and organizational measures have been implemented to protect the confidentiality of the participants' personal data and any information related to their Proposals.





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6. Discontinuation of Use, Return of Materials

At the Open Call Coordinators first request, the Expert shall:

- a) discontinue all use of Confidential Information;
- b) return to the Open Call Coordinators all materials furnished by the Open Call Coordinators that contain Confidential Information;
- c) destroy any copy and all materials produced by and under control of the Open Call Coordinators that contain Confidential Information;
- d) erase and/or destroy any Confidential Information contained in computer memory or data storage apparatus of, under control of or used by the Expert;
- e) remove the Confidential Information from any software or data base of, under control of / or used by the Expert that incorporates or uses the Confidential Information in whole or in part; and
- f) warrant in writing to the Open Call Coordinator, within ten (10) days after the Open Call Coordinators' request, that the Expert has taken all actions set out under (a) through (e) in this Clause 6.

7. Notice of Required Disclosure

If the Expert is required by mandatory, non-appealable judicial or administrative process and/or order to disclose Confidential Information, then the Expert shall promptly notify the Open Call Coordinator and allow the Open Call Coordinator and the respective Applicant a reasonable time to oppose such process unless this is not admissible under a mandatory law, judicial or administrative order. Notwithstanding the foregoing the Expert shall disclose Confidential Information only to the minimum extent required to comply with such order.

8. Proprietary Rights, Limited Right to Use

Any and all proprietary rights, including but not limited to rights to and in inventions, patent rights, utility models, copyrights, trademarks and trade secrets, in and to any Confidential Information shall be and remain with the Applicant respectively, and the Expert shall not have any right, license, title or interest in or to any Confidential Information, except the limited right to review, assess and rate such Confidential Information in connection with the ATLAS Open Call 2021. All work completed by the Expert shall be considered as a "work made for hire" and all right, title and interest in such work shall belong to the Open Call Coordinator and the respective Partners.





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9. Term

This Agreement shall be effective as of 03.05.2021 and shall remain in until the end of the implementation period of the Grant Agreement No. 857125 between the ATLAS consortium partners and the European Union's Horizon 2020 Research and Innovation Programme.

Notwithstanding the termination of this Agreement any Confidential Information must be kept confidential for as long as such Confidential Information is not publicly known unless it becomes part of the public domain through no wrongful act of the Expert. This agreement may not be changed or modified, except by an agreement in writing, signed by both parties.

The obligations related to personal data protection shall continue in full force and effect for an unlimited period.

10. Governing Law and Jurisdiction

This Agreement and the rights and obligations of the parties hereunder shall be governed by the material laws of the Federal Republic of Germany.

The place of jurisdiction for any and all legal disputes arising out of or in connection with this Agreement is Munich (Landgericht München I). Imperative places of jurisdiction under German Law shall remain unaffected by the foregoing.

11. Notification of Unauthorised Use

The Expert shall notify the Open Call Coordinator immediately upon discovery of any unauthorised use or disclosure of Confidential Information or any other breach of this Agreement by the Expert, and will cooperate with the Open Call Coordinator in every reasonable way to help the Open Call Coordinator regain possession of the Confidential Information and prevent its further unauthorised use or publication.

12. Remedies

The Expert acknowledges that their obligations under this Agreement are necessary and reasonable to protect the Proposals and the Confidential Information. Each party further acknowledges that any breach by the Expert of the Expert's covenants and agreements outlined in this Agreement or threatened violation of such may cause irreparable injury to the Open Call Coordinator and the ATLAS project.



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement no. 857125.



13. Miscellaneous

This Agreement shall be binding upon the Open Call Coordinator and the Expert, and their successors and assigns. This Agreement contains the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior discussions, agreements and understandings of every nature between them.

This Agreement may not be changed or modified, except by an agreement in writing signed by both of the parties.

The failure or delay on the part of either party to exercise any right under this Agreement shall not be deemed a waiver of any rights under this Agreement.

The Expert is aware that an unauthorised disclosure of the Proposals and of the assessment and rating of the Proposals and of any Confidential Information may lead to serious damage to the Applicants and the Open Call Coordinator of the ATLAS open calls. This Agreement shall be for the benefit of the Applicants.

Version 1.0 dated March 25, 2021

Date, Place

Expert's Name, Signature

