



University of Brighton

THIS AGREEMENT dated.....25th Nov.....200[8] is made Between:

(1) University of Brighton with its administrative offices at Mithras House, Lewes Road, Brighton BN2 4AT
and

(2) University of Patras with its administrative address at Patras 26500, Greece

Jointly referred to as the "Parties" and individually as the "Party".

WHEREAS:

(A) The Parties may have disclosed and wish to disclose information regarding details regarding compression testing of TinGlass construction unit for the purpose of assessing by the University of Patras the possibility of implementing TinGlass construction unit into construction industry and specifically the environmental and technical benefits of TinGlass construction unit for construction industry and for the purpose of deciding whether to enter in the future in a working relationship ("Purpose").

(B) The Parties wish to define their rights with respect to the said information and to protect the confidentiality thereof and any proprietary features contained therein.

The Parties agree to enter into this Agreement as follows:

1. Definitions and interpretation

1.1 In this Agreement, except where the context otherwise requires, the following words shall have the following meanings:

(a) "Confidential Information" means all information disclosed to the Receiving Party or received from the Disclosing Party during the course of the discussions in any of the following forms:
Any written or visual information, including inter alia drawings, sketches, plans, documents, photographs, prototypes, models, computer software, design, know-how, formulae, copyrights, product or product cycle plans, processes, patent applications and machine readable data which is either marked as "Confidential" or marked by a legend with similar meaning at the time of disclosure;
Any information which is disclosed orally including inter alia presentations, demonstrations and observations exchanged during the course of meetings and identified at the time of disclosure as being confidential or proprietary;
Any translation of any written or oral information described above;
Any information acquired by virtue of the Receiving Party being present at the Disclosing Party's premises and having access to the



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Disclosing Party's employees and access to any knowledge of the Disclosing Party's work for other third party customers;
Any samples, devices and any other physical embodiments identified as being "Confidential" or containing Confidential Information;
"Disclosing Party" means the party to this Agreement that discloses information, directly or indirectly, to the Receiving Party under or in anticipation of this Agreement;

"Receiving Party" means the party to this Agreement that receives information, directly or indirectly, from the Disclosing Party.

2. Ownership

2.1 The Disclosing Party shall retain ownership of all Confidential Information as defined in Article 1 at all times, together with all notes, memoranda, drawings and data that have been made or compiled as a result of access to such Confidential Information or such materials related thereto. The Receiving Party shall receive the Confidential Information subject to the relevant intellectual property rights of the Disclosing Party, including *inter alia* the relevant governing patents, trademarks and copyrights.

3. Maintaining Confidentiality

3.1 For the duration of this Agreement the Receiving Party shall use reasonable care to maintain the confidentiality of the Confidential Information. "Reasonable Care" shall mean a degree of care no less than that exercised by the Receiving Party with respect to its own information of the same nature as the Confidential Information. Any unauthorised disclosure of Confidential Information by the Receiving Party could cause injury to the Disclosing Party and damages would not be an adequate remedy. The Disclosing Party shall be entitled to injunctive relief in any court of competent jurisdiction. Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to them for a breach of this Agreement.

4. Use of the Confidential Information

4.1 The Receiving Party undertakes to the Disclosing Party:

- (i) to use the Confidential Information for the Purpose only and not use or appropriate the Confidential Information for its own benefit or otherwise in any other manner without the prior written consent of the Disclosing Party;
- (ii) to keep the Confidential Information secret at all times;
- (iii) not to disclose it or allow it to be disclosed in whole or in part to any third party without the Disclosing Party's prior written consent.



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5. Exclusions

5.1 The obligations of confidentiality shall not apply to any information which the Receiving Party can show by written records:

(i) was known to the Receiving Party before the information was imparted by the Disclosing Party (prior to the effective date of this Agreement and was not obtained from a third party under an obligation of confidence); or

(ii) is in or subsequently comes into the public domain through no breach of the terms of this Agreement by the Receiving Party; or

(iii) is received by the Receiving Party without restriction on disclosure or use from a third party lawfully entitled to make the disclosure to the Receiving Party without such restrictions; or

(iv) is developed by any of the Receiving Party's employees who have not had any direct or indirect access to, or use or knowledge of, the Information imparted by the Disclosing Party, or

(v) is required to be disclosed by legal provision, or by order from a competent tribunal provided that all reasonable steps to prevent such disclosure shall be taken.

6. Disclosure to employees

6.1 The Receiving Party undertakes to permit access to the Confidential Information only to those of the Receiving Party's directors, employees and affiliated companies who reasonably need access to such Confidential Information for the Purpose, and on the conditions that such directors, employees and affiliated companies shall have:

- (a) entered into legally binding confidentiality obligations to the Receiving Party on terms equivalent to those set out in this Agreement (and such obligations extend to the Confidential Information);
- (b) been informed of the Disclosing Party's interest in the Confidential Information and the terms of this Agreement; and
- (c) been instructed to treat the Confidential Information as secret and confidential in accordance with the provisions of this Agreement.

6.2 The Receiving Party shall be responsible for ensuring that its directors, employees and affiliated companies comply with the provisions of this Agreement and shall be responsible for their breach of this Agreement.

7. Return of Information and Property

7.1 The Receiving Party acknowledges and agrees that the property and copyright in Confidential Information disclosed to it by the Disclosing



Party, including any documents, files and other items containing any Confidential Information, belongs to the Disclosing Party. Upon written request of the Disclosing Party, the Receiving Party will return immediately to the Disclosing Party all Confidential Information which the Receiving Party has received under this Agreement including any copies made and translations of the writings and hardware in its possession, and make no further use or disclosure of any of the Confidential Information. The Receiving Party may, however, keep one copy of the Disclosing Party's Confidential Information in its legal adviser's files solely for the purpose of enabling it to comply with the provisions of this Agreement. The obligations of the Receiving Party under this Agreement shall continue in force for a period of five (5) years from the date of this Agreement.

8. No implied Rights

8.1 This Agreement shall not be construed to grant the Receiving Party any license or rights other than as expressly set out herein in respect of the Confidential Information nor to require the Disclosing Party to disclose any Confidential Information to the Receiving Party. No warranty or representation, expressed or implied, is given as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Agreement.

9. Severability

9.1 If any provision of this Agreement shall be held to be invalid or unenforceable by a judgment or decision of any court of competent jurisdiction or any authority whose decisions shall have the force of law binding on the Parties, the same shall be severed from the remainder of this Agreement which shall remain valid and enforceable to the fullest extent permitted by law.

10. Waiver

10.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law shall not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law shall prevent any further exercise of the right or remedy or the exercise of another right or remedy.

10.2 Except where this Agreement provides otherwise, the rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by the law.

11. Non assignment

11.1 This Agreement is personal to the Parties and shall not be assigned or



otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.

11.2 This Agreement shall constitute the entire Agreement between the Parties and supersedes any previous Agreements, understandings, statements, warranties and communications between the Parties relating to the disclosure of Confidential Information.

11.3 This Agreement may be amended, varied or altered only by the written consent of the Parties hereto.

12. Law and arbitration

12.1 This Agreement shall be governed by and interpreted in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English courts.

13. Third Parties

13.1 This Agreement does not create any right enforceable by any person who is not a party to it ('Third Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a Third Party which exists or is available apart from that Act.



University of Brighton

In witness whereof this Agreement is executed by the duly authorised representatives of both Parties:

SIGNED for and on behalf of the
University of Brighton

Print:

A. W. LLOYD

Signature:



Position:

Dean.

Date:

17th Sept 2008

SIGNED for and on behalf of
University of Patras

Print:

P. DOURGENIS

Signature:



Position:

Vice Rector

Date:

25th NOV 2008