

NON-DISCLOSURE AGREEMENT BETWEEN THE UNIFIED PATENT COURT (UPC) AND AN ECONOMIC OPERATOR

Between the Unified Patent Court, hereafter referred to as "UPC"
and
the Applicant, _____,

hereafter referred to as "Economic Operator"

hereby agree as follows:

Who is concerned

Art. 1. The undertakings given herein by the Economic Operator shall also apply to their employees and to any other person providing services to the UPC on their behalf.

This agreement applies to all former, present or future contracts for services, interventions or relations of the Economic Operator with the UPC, notwithstanding the fact that a new agreement may, if necessary, be required for future services.

Security obligations

Art. 2. The Economic Operator will be required to work with the UPC's IT systems. These systems are classified to varying degrees, and strict security rules are in place regarding the information contained therein. The Economic Operator undertakes to abide by these rules. The Economic Operator shall take all appropriate and generally applicable information security precautions to safeguard the security of data or documents and, in particular, prevent them from being distorted, damaged, or accessed by unauthorised third parties, whether physically or logically.

Art. 3. (1) The Economic Operator shall implement all necessary measures to ensure that the obligations set forth in this agreement are applied by its staff as well as by any person engaged to work on its behalf for the UPC.

The Economic Operator shall provide written confirmation that they have taken all necessary measures in this respect.

(2) In the absence of such express confirmation, the performance of work by its staff or any other person acting on its behalf with the UPC will be considered by the UPC as an implicit declaration by the Economic Operator to have taken all necessary measures. This shall be binding on the Economic Operator, its staff and any other person engaged to work on its behalf with the UPC.

Art. 4. (1) The Economic Operator may not engage the services of a subcontractor or any other third party unless the UPC has formally approved said subcontractor, the staff concerned or any other third party beforehand.

The UPC reserves the right to refuse said subcontractor or third party, and such refusal may not, in any way, be used as grounds to cancel and/or terminate this agreement.

(2) Should the UPC approve the subcontractor or third party, the Economic Operator shall, before commencing the performance of the Contract, provide the UPC with a list of the subcontractors or of any other person whose services they intend to engage.

If the Economic Operator intends to engage two or more subcontractors or third parties for the same task or professional role, the Economic Operator shall specify, in the aforementioned list, which part of the services they have entrusted to each of those persons. Once the Economic Operator has commenced the performance of the Contract and for the entire term of the latter, they may not replace any of their subcontractors or any other persons they may have engaged, nor may they change the part of services entrusted to said subcontractors or persons, unless such replacements and/or changes have been duly justified and expressly agreed to by the UPC.

(3) The Economic Operator guarantees that all undertakings given in this agreement shall also be binding on its subcontractor(s) and on any other person(s) involved. The Economic Operator undertakes to provide the subcontractor's or any other third party's written acceptance of the terms of this agreement.

Confidentiality obligations

Art. 5. Within the framework of the performance of the Contract, the Economic Operator, their staff and any other person intervening on behalf of the UPC accept that they are subject to confidentiality obligations.

They shall exercise the utmost discretion in respect of all information and documents relating to the activities of the UPC to which they have direct or indirect access. They shall refrain from

disclosing any information, data or documents produced by the UPC or created during the performance of the Contract.

Any information and documents made available to the Economic Operator may only be used for the purpose of performing the Contract and in the interests of the UPC. All other uses, including those that would benefit the aforementioned Economic Operator, are prohibited.

Art. 6. Compliance with the obligation of confidentiality continues beyond the period of execution of a service contract, intervention or relations of the Economic Operator with the UPC. The Economic Operator may face prosecution in the competent courts if they disclose any information or documents, including after the expiry of the Contract.

Art. 7. On completing the performance of the Contract, the Economic Operator shall (i) return all data and documents provided by or belonging to the UPC, including any copies or reproductions of the data, (ii) securely delete all data provided by or belonging to the UPC from any data processing or storage system, and (iii) refrain from storing any documents or information created or received during the performance of the Contract, regardless of the nature or format of said documents or information.

Art. 8. The Economic Operator shall not use any documents or information produced by the UPC and it shall not make any reference to the UPC or its organisation. Should the Economic Operator wish, for advertising or marketing purposes, to refer to services provided to the UPC, the Economic Operator shall first seek the formal approval of the UPC for such references, and shall do so prior to any print runs, publications or communications.

Obligations with regard to processing personal data

Art. 9. The Economic Operator shall promptly report to the UPC any incident that may compromise information security, and especially any personal data breaches. Examples of incidents to be reported include: violations of applicable laws or regulations; detection of malicious code; disclosure of information belonging to the UPC; destruction, loss or corruption of data; unauthorised disclosure of or access to personal data that is transmitted, stored or processed by other means, whether accidentally or unlawfully, and likely to cause material or non-material damage.

Art. 10. The Economic Operator may not process any personal data, nor may it transfer any personal data to a third country or to an international organisation, unless instructed to do in writing by the UPC.

Art. 11. Depending on the type of processing and the information available to the Economic Operator, the latter shall assist the UPC in fulfilling the obligations relating to personal data security (Articles 32 to 36 of EU Regulation 2016/679 of the European Parliament and of the

Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data).

Use of information

Art. 12. The Economic Operator accepts and agrees that their work belongs to the UPC, and that the UPC is its sole owner.

Under no circumstances may the Economic Operator lay claim to any form of licence or copyright or any other form of intellectual or industrial property rights, either while the contract is in force or after the expiry of the contract.

Authorisations to act

Art. 13. A complete and constantly updated list of all persons authorised to intervene in the execution of the Contract must be annexed to this agreement.

Art. 14. The UPC reserves the right to (i) audit the Economic Operator's security processes and measures that relate to the performance of the Contract and, where applicable, those of their subcontractors, and (ii) if shortcomings are detected, require an undertaking to take corrective action to address the issues raised.

During security audit or assessment assignments, specific rules shall be expressly defined and shall apply to the Economic Operator, in accordance with the provisions of the UPC code of conduct.

Service continuity

Art. 15. When Contract performance requires a high degree of availability, the UPC reserves the right to demand that the Economic Operator provide a service continuity plan in respect of the services to be rendered.

Governing law and jurisdiction

Art. 16. The parties hereto expressly and unreservedly accept and agree that any disputes arising as a result of this agreement, regardless of their nature, shall be resolved in the competent courts of Luxembourg.

Art. 17.

This agreement is governed by Luxembourg law.

Signed in Luxembourg on _____, in two copies deemed to be originals and issued to each party.

UNIFIED PATENT COURT

[NAME OF ECONOMIC OPERATOR]

The President of the Court of Appeal,
Klaus Grabinski

[SIGNING AUTHORITY]
[NAME OF THE SIGNATORY]

Signature:

Signature:

**PATENT MEDIATION AND ARBITRATION
CENTRE**

The Director of the PMAC,
Ales Zalar

Signature:

List of authorised persons

(Article 13 Annex between UPC and the Economic Operator)

MR / MS
LAST NAME: FIRST NAME:

MR / MS
LAST NAME: FIRST NAME:

MR / MS
LAST NAME: FIRST NAME:

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MR / MS
LAST NAME: FIRST NAME:

Name of the Economic Operator

Name of the signatory

Signature