**Non-disclosure Agreement for Nominated Experts**

**For the A.I.S.E. Detergent Industry Network for CLP Classification**

This Agreement is made between:

**A.I.S.E. A.I.S.B.L.** (also known as the International Association for Soaps, Detergents and Maintenance Products) with registered office located at Boulevard du Souverain 165, 4th floor, 1160 Brussels, Belgium, registered in the register of legal entities (district of Brussels) under number 0538.183.615, duly represented by Mr. Alexis Van Maercke, Director General (hereinafter referred to as “**A.I.S.E.**”),

And

«EXPERT» NAME , with domicile located at (ADDRESS) ,( hereinafter referred to as the “**Expert**”),

And

COMPANY NAME, with registered office located at (ADDRESS), duly represented by NAME + TITLE (hereinafter referred to as “**Company**”.

Hereinafter collectively or separately referred to as the “**Parties**” or a “**Party**”.

**PREAMBLE**

A.I.S.E. is involved in the implementation of Regulation (EC) No 1272/2008 of 16 December 2008 on classification, labelling and packaging of substances and mixtures (“**CLP Regulation**”) and provides support to the detergent industry with the classification & labelling requirements for detergents and maintenance products derived from the CLP Regulation.

A.I.S.E. has established and operates the "Detergent Industry Network for CLP Classification" ("**DetNet**", as further defined in article 1.5 below). “DetNet” was created in accordance with Annex I, section 1.1.0 of the CLP Regulation as a means for suppliers of products to cooperate through the formation of a network to share data and expertise when classifying substances and mixtures. “DetNet” is based on the former A.I.S.E. pool of reference formulation data in the A.I.S.E. irritancy and extreme pH database developed for the former A.I.S.E. approach on irritancy classification. It also incorporates additional formulations provided by companies participating in “DetNet”, and includes reference formulations tested in the framework of the A.I.S.E. in-vitro testing project.

“DetNet” is open to all companies that are "suppliers" in the meaning of article 2.26 of the CLP Regulation and that are required to comply with certain classification obligations under the CLP Regulation; It aims to provide “suppliers” with access to shared test data and expert judgment and allow for a science-based process for classification of detergent and cleaning products in compliance with the CLP Regulation.

 “DetNet” will incorporate a “Database” of tested reference formulations with associated study summaries.

Companies subscribing to “DetNet” will nominate experts for the purpose of identifying the relevant information on certain reference formulations which may be used to classify the subscribers’ own untested mixtures.

The security of the “DetNet” and the “Database” is a primary concern of “A.I.S.E.” and given the sensitive and confidential nature of the data that will form the basis of the “Database”, companies owning the data have accepted inclusion of such data on the condition that the nominated “Experts” accessing the “DetNet” and the “Database” commit to confidentiality obligations;

The “Expert” is employed by or has entered into a service agreement with the Company, under which he/she performs certain services regarding the classification under the “CLP Regulation” of the Company’s products, including the establishment of a “Classification Record” (the “Mission”) and has been nominated as “Nominated Expert” in the meaning of 1.10;

The Company has entered into a separate “A.I.S.E. Detergent Industry Network for CLP Classification Subscriber Agreement” under which it has become a “DetNet Subscriber”.

This Agreement defines under which terms and conditions the “Expert” may access the “DetNet” and the “Database” so as to complete its “Mission”.

**HENCE IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1 – Definitions**

1.1 “**Affiliates**” means any legal entity controlling, controlled by or under common control with, either directly or indirectly, a “Party”. For these purposes, “control” shall refer to: (i) the possession, directly or indirectly, of the power to direct the management or policies of a person, whether through the ownership of voting rights, by contract or otherwise; or (ii) the ownership, directly or indirectly, of 50% or more of the voting rights or other ownership interest of a person.

1.2 The “**Agreement**” means this Non-Disclosure Agreement for “Experts” setting out their secrecy obligations in relation to any information made available to it in the framework of “DetNet”, as amended from time to time;

1.3 The “**CLP Regulation**” has the meaning set forth in the Preamble;

1.4 The “**Database**” means the database of tested reference formulations with associated study summaries and selected compositional details, set up for the purpose of “DetNet” and populated with reference formulations supplied by “DetNet Subscribers”;

1.5 “**DetNet**” means the "Detergent Industry Network for CLP Classification", which is based on a database established and operated by A.I.S.E. comprising tested reference formulations supplied by DetNet Subscribers and by A.I.S.E, as well as associated study summaries and selected compositional details;

1.6 The “**Classification Record**”means the document summarising the outcome of the Expert’s work on hazard classification of a mixture on behalf of a “DetNet Subscriber”. It will include *inter alia* the reference formulation(s) used to establish the classification and the compositional details of this reference formulation that are made available for use in the “Database”. “Classification Records” will be stored by the “DetNet Subscriber” having commissioned the classification of that particular mixture.

1.7 A “**Competent Authority**” means any national or supranational authority supervising or controlling the implementation of the CLP Regulation;

1.8 The “**Confidential Information**” means data or information, including without limitation, the Reference Formulations in the «Database» and the DetNet information that will be used in the “Classification Record”. While most of the “Confidential Information” is provided by companies, some of the study summaries have been generated by A.I.S.E.;

1.9 “**DetNet Subscriber**” means a legal or natural person that corresponds to the definition of “supplier” under article 2.26 of the CLP Regulation, active in the field of detergents and cleaning products and required to comply with certain classification obligations under the CLP Regulation. The “DetNet Subscriber has subscribed to use “DetNet”. “DetNet Subscribers” must nominate Experts for the purpose described in 1.10.

1.10 “**Nominated Expert**” means a suitably qualified and experienced scientist with the scientific competence and skills to carry out hazard classification of detergents products as per the CLP Regulation. “Nominated Experts” are nominated by “DetNet Subscribers” for the purpose of identifying the relevant information on certain reference formulations which may be used to classify the Subscribers’ own untested mixtures.

1.11 The “**Mission**”” has the meaning set forth in the Preamble;

**ARTICLE 2 – Training**

The “Expert” warrants that prior to start using “DetNet” for the purpose of the “Mission” he/she will have completed within the first month of the Company’s membership the training specifically established to train “Nominated Experts” on the correct use of “DetNet”. The Training is available in the “DetNet” Members Area as an online webinar. It includes *inter alia* information on the “DetNet” web tool usage (explaining the user manual) and associated procedures; classification process (based on A.I.S.E.’s classification explanatory notes) and classification records.

**ARTICLE 3 – Confidentiality obligations**

3.1 The “Expert” recognizes that in connection with the consultation of “DetNet” for the purpose of the “Mission”, he/she will receive access to “Confidential Information”. The “Expert” acknowledges that all “Confidential Information” is proprietary to and for “DetNet Subscribers” that have agreed to include it into the “Database”. It is a valuable trade secret and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to the “DetNet Subscribers” concerned. The “Expert”, therefore, irrevocably and unconditionally undertakes that:

3.1.1 he/she will treat and safeguard the “Confidential Information” as confidential

3.1.2 he/she will not use the “Confidential Information” for any purpose other than strictly and directly in connection with the “Mission”;

3.1.3 he/she will not, at any time, without A.I.S.E.’s or the data owner’s or the Company’s permission, as relevant, directly or indirectly disclose or reveal any “Confidential Information” to any person or party whatsoever, whether external or internal to the “Company” or any of its “Affiliates”, including any directors, officers, employees, agents, advisers or contractors of the “Company” or any of its “Affiliates”;

3.1.4 he/she will not duplicate the “Confidential Information” except as absolutely necessary for the fulfillment of the «Mission».

3.2. This Agreement shall not affect the «Expert»’s right or obligation to “Confidential Information”:

3.2.1 which he/she can demonstrate to have been in the public domain through no wrongful act of the “Expert” prior to the date of the “Expert”’s first consultation of “DetNet” and the “Database” in relation to the “Confidential Information” concerned;

3.2.2 which becomes part of the public domain by publication or otherwise not due to any unauthorized act or “Mission” on the part of the “Expert”;

3.2.3 which the “Expert” can show by written records to have been disclosed to the “Expert” on a non-confidential basis by a third party having a lawful right to do so;

3.2.4 which a national Competent Authority requests in the framework of an inspection and where the “Expert” is requested by an inspector to review a Classification Record he/she has established; in the framework of DetNet disclosure of Confidential Information to the Competent Authorities in the framework of an inspection shall follow the procedure specifically defined and presented in Appendix 1.

3.3.5. which he/she is obliged to disclose by virtue of a court decision against which no further appeal is open.

3.3 The “Expert” and the “Company” jointly and severally agree to indemnify and hold harmless the owner of the “Confidential Information” whose “Confidential Information” the “Expert” may access in the framework of his/her “Mission” from and against all claims, liabilities, losses, damages and expenses as incurred (including reasonable legal fees and disbursements of legal counsels), relating to or arising out of a violation of the confidentiality obligations contained herein.

3.4 Except where expressly specified otherwise, the undertakings entered into by the “Expert” and the “Company” under this “Agreement” are for the benefit of the owner whose Confidential Information the “Expert” may access in the framework of his/her “Mission”.

**ARTICLE 4 - ADDITIONAL OBLIGATIONS OF THE “EXPERT” AND THE “COMPANY”**

4.1 The Parties hereby agree that the access to “DetNet” and the “Database” and any rights under this Agreement are granted to the ‘Expert’ on an *intuitu personae* basis. The “Expert” may not assign or otherwise transfer its access to the “DetNet” and the “Database” to any person or entity without the prior written consent of A.I.S.E. Neither the “Expert” nor the “Company” may assign or otherwise transfer their rights or obligations under this Agreement to any person or entity without the prior written consent of A.I.S.E.

4.2 The “Company” shall ensure that adequate measures are taken to allow the “Expert” to keep the “Confidential Information” in a secure manner to avoid any unauthorized disclosure of such “Confidential Information” within or outside of the “Company” and shall ensure that the “Expert” is put in the best possible circumstances to comply with his/her obligations set forth in this Agreement.

4.3 Upon termination of its employment contract with the “Company” for any reason whatsoever, the “Expert” and/or the “Company” shall immediately return all “Confidential Information” including copies or other written or physical embodiments of, or containing, such “Confidential Information” to A.I.S.E. with the exception of any document or information which the “Company” is compelled to retain for the purposes of the “Mission” or of its own legal obligations.

**ARTICLE 5 – DURATION**

The undertakings set out in this “Agreement” shall be binding on the “Expert” and on the “Company” for the whole term of the “Expert”’s employment by or services agreement with the “Company” and for a term of 10 years thereafter, starting at the date of signature of this “Agreement”. The parties acknowledge that this duration is warranted by the fact that the “Confidential Information” may retain its value as a trade secret for an indefinite time in the future and thus a disclosure even in the distant future may still cause irreparable harm to the “DetNet Subscriber” concerned.

**ARTICLE 6 – NO WARRANTY**

6.1 Nothing in this Agreement will be deemed to be a representation or warranty by A.I.S.E., its employees, agents, directors or members regarding the accuracy, safety or usefulness for any purpose of the “Confidential Information” at any time made available by A.I.S.E. in the “Database”. A.I.S.E. will have no liability whatsoever should any part of the classification of any products of the “Company” be questioned in any manner or considered inaccurate, incomplete or insufficient for the purposes of compliance with the “CLP Regulation”’s requirements and provisions.

6.2 Except in the case of fraud (*dol/bedrog*) or intentional misconduct (*faute intentionnelle/opzettelijke fout*), A.I.S.E. shall not be liable for any direct, indirect or consequential loss or damage suffered by the “Expert” or the “Company” or any of its “Affiliate” as a result of its relying on any information contained in or omitted from any “Confidential Information”.

**ARTICLE 7 – INTELLECTUAL PROPERTY**

Nothing in this Agreement constitutes a transfer of ownership of “Confidential Information” to the “Expert” or the “Company”. The “Expert” and the “Company” acknowledge that the right, title and interest in the “Confidential Information” shall be and remain the exclusive property of the owner. Nothing in this “Agreement” is intended to give or shall be interpreted as giving a license or granting usage rights, express or implied, under any of the relevant “DetNet Subscriber”’s patents or other rights to A.I.S.E., the “Expert” or the “Company”. For the sake of clarity, this provision shall not prevent the “Expert” from carrying out the “Mission”.

**ARTICLE 8 – MISCELLANEOUS**

8.1 This “Agreement” can be amended only by written agreement duly signed by all “Parties”.

8.2 The provisions of this “Agreement” shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. To the extent one or more provisions of this “Agreement” is or becomes invalid or non-binding, such (part of) provision(s) shall be replaced by provisions which are valid and binding and the legal effect of which, given the contents and purposes of this “Agreement”, is, to the greatest extent possible, similar to that of the invalid or non-binding provisions.

8.3 No failure or delay in exercising any right, power or privilege under this “Agreement” will operate as a waiver of it, nor will any single or partial exercise preclude any further or other exercise of any such right, power or privilege.

8.4 All notices, requests, demands and other communications to be given under this “Agreement” (other than routine operational communications) will be in writing and will be delivered either by hand, by overnight mail, by fax, or by email. Notices sent by email shall also be sent by hand, overnight mail, or by fax if not acknowledged by the receiving party within two business days. All notices shall be effective on the date received.

8.5 This “Agreement” is governed by Belgian Law. The “Parties” agree that the courts of Brussels, shall have exclusive jurisdiction to settle any dispute which may arise under or in connection with this “Agreement”.

**ARTICLE 9 –** **PROCESSING OF PERSONAL DATA**

9.1 Pursuant to the Belgian law of 30 July 2018 on the protection of natural persons with regards

to the processing of personal data, information that may be required from the consultant in relation with the present Agreement are those needed in the frame of the service delivery. Such information will be used by A.I.S.E. for the sole requirement of the execution of this Agreement. It will be handled as per the A.I.S.E. privacy policy statement outlined in Appendix “A.I.S.E. Privacy Policy Statement”.

**Signed on ………………………………….202.... in Brussels and in ………………………………………………………. in two (2) originals, each “Party” having received its original.**

**Signed for and on behalf of “A.I.S.E.” Signed for and on behalf of the “Company”**

……………………………………………… …………………………………………………………….

Alexis Van Maercke Name
Director General Function

**Signed by the «Expert»**

………………………………………….
Name
function

**APPENDIX**

**A.I.S.E. PRIVACY POLICY STATEMENT**

**Provision to inform subscribers/experts about the processing of their personal data.**

A.I.S.E. is committed to handle and protect the personal data it collects in compliance with applicable data protection laws, including the General Data Protection Regulation (“GDPR”).

A.I.S.E. may process the following personal data concerning the Subscriber or Expert (hereafter “the User”) or the contact person(s) within the Subscriber or Expert Legal Person (hereafter “the Contact Person”): identification data (e.g., first name, name, national identity number), contact data (e.g., email address, telephone number, postal address), personal information (e.g., date of birth, citizenship) and/or financial data (e.g., bank account details).

A.I.S.E. only processes these data for the purposes of managing, administering, monitoring and supervising the carrying on of the agreed services as well as for management of the agreed fees.

Such processing is based on the agreement between A.I.S.E. and the User, is legally required (e.g., under finance law) to manage the invoices or is necessary for A.I.S.E.’s proper functioning (its legitimate interest to conduct a business) as for the processing of the Contact Person’s data.

Data are provided to A.I.S.E. by the User or the Contact Person himself/herself. Data are not transferred to third parties unless A.I.S.E. is required by law to do so. Data will not be transferred outside of the European Economic Area (EEA), unless adequate protective measures are in place.

A.I.S.E. will only keep the data for the duration of the contractual relationship or of a project and for a period of time thereafter if required by applicable law or if in the primary interests of the data subject.

At any time and under conditions laid down in the GDPR, the User and the Contact Person may obtain information on the processing performed, the rectification of inaccurate data, the erasure of data, the restriction of the processing or may object to the processing. They also have the right to lodge a complaint with the data protection authority (<https://www.dataprotectionauthority.be/>).

The User or legal person undertakes to inform the Contact Person(s) within its company that his/her personal data are processed by A.I.S.E. for the mentioned purposes and of the existence of her/his rights.

The full A.I.S.E. privacy policy is available upon request to the A.I.S.E. Secretariat.