



D1.5

Data Management Plan

Date 31.03.2025



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Document Control Information:

Settings	Value
Deliverable Title	Updated Data Management Plan
Work Package Title	WP1 – Project Management
Deliverable number	D1.5
Description	Update of the Data Management Plan which outlines how data has been and will be handled during the project and after its completion.
Lead Beneficiary	CREARA
Lead Authors	CREARA – Gabriel García Hernández
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Submitted by	CREARA – Gabriel García Hernández
Doc. Version (Revision number)	1
Sensitivity (Security):	Public
Date:	31/03/2025

Document Approver(s) and Reviewer(s):

NOTE: All Approvers are required. Records of each approver must be maintained. All Reviewers in the list are considered required unless explicitly listed as Optional.

Name	Role	Action	Date
Vincenzo Bianco	Project Board Member	<Review>	28/03/2025
Galina Ivanova	Project management team	<Review>	31/03/2025
Gabriel García	Project manager	<Review>	31/03/2025
David Pérez	Project Coordinator	<Approve>	31/03/2025

Document history:

The Document Author is authorised to make the following types of changes to the document without requiring that the document be re-approved:

- Editorial, formatting, and spelling
- Clarification

To request a change to this document, contact the Document Author or Owner.

Changes to this document are summarised in the following table in reverse chronological order (latest version first).

Revision	Date	Created by	Short Description of Changes
01	31.03.2025	CREARA – Angélica Schaper	Adjustments after 2nd review
02	28.03.2025	CREARA – Angélica Schaper	Adjustments after 1st review
03	24.03.2025	CREARA – Angélica Schaper	1st version created

Configuration Management - Document Location:

The latest version of this controlled document is stored in [Deliverables](#).

Nature of the deliverable		
R	Report	
DEC	Websites, patents, filing, etc.	
DEM	Demonstrator	
DMP	Data Management Plan	x
O	Other	

Dissemination level		
PU	Public	x
CO	Confidential, only for members of the consortium (including the Commission Services)	

Acknowledgement

This report forms part of the deliverables from the LIFE Low2HighDH project which has received funding from the European Union's Programme for Environment and Climate Action (LIFE) under Grant Agreement No 101120865. The Community is not responsible for any use that might be made of the content of this publication.

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Summary

The present document consists of the Updated Data Management Plan (DMP) for the EU-funded LIFE Low2HighDH project, which aims to enhance the efficiency and sustainability of urban heating networks by transitioning to low-temperature systems while complying with national and EU legislation, including GDPR and FAIR principles.

This DMP details the methodologies for data collection, processing, and storage, as well as the policies for data protection and ethics. Data will be collected through various methods such as desk research, interviews, and surveys, and will be made accessible and reusable for future projects within the urban heating community.

As mentioned, this plan also addresses data security and ethical considerations, ensuring informed consent and confidentiality for participants. Non-Disclosure Agreements will be used to protect sensitive data, and all personal data will be deleted upon project completion.

Overall, the Low2HighDH DMP ensures that data management adheres to legal requirements and supports the project's goals of improving urban heating networks through innovative low-temperature technologies.

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Introduction

This document revises the Low2HighDH Data Management Plan (DMP), aiming to define the data collection methods, processing, production, and storage procedures throughout the project's lifecycle, including post-completion. It also outlines policies for data sharing, protection, ethics, privacy, and confidentiality. The DMP covers the following topics:

- Management of research data pre- and post-project conclusion.
- Types of data collection, processing, or generation.
- Approaches and benchmarks for data gathering.
- Intentions regarding data sharing or open access.
- Protocols for data storage, including post-project completion.

To achieve the main objective of this DMP, its content ensures that project data management adheres to national and EU legislation. This involves compliance with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), article 15 on Data Protection from the Grant Agreement, and the FAIR principles, which aim to make project data findable, accessible, interoperable, and reusable, among other key regulations and principles.

Finally, one of the main updates of the present plan refers to the inclusion of Non-Disclosure Agreements, described in the “Ethical aspects” section, which ensures that security and ethical considerations are thoroughly addressed.

List of Tables

Table Nr	Title
Table 1	List of mechanisms to obtain the necessary information for each of the tasks and deliverables that require data collection.

List of Acronyms and Abbreviations

Abbreviation	Definition
DH	District Heating
DHC	District Heating and Cooling
DMP	Data Management Plan
EDPB	European Data Protection Board
EP	Europroject
EU	European Union
GDPR	General Data Protection Regulation
HT	High-Temperature
NDA	Non-Disclosure Agreement
PU	Public
RES	Renewable Energy Sources
RFQs	Request for quotations
SEN	Sensitive
WP	Work Package

Data summary

Throughout the Low2HighDH project, **data will be collected and produced at various stages**. The **data management strategies will be developed progressively**, adapting to the nature of the tasks undertaken. This approach ensures that the needs of both the project team and broader stakeholders are met effectively.

Early in the project, data collection focused on assessing the national ecosystems within Lithuania, Poland, and Slovakia. This assessment has helped understand the existing data types and management structures, which has been essential for framing the project to standardise methodologies across different countries.

As the project progresses, data will support the development of plans for investments in low-grade or waste heat technologies in these countries. This includes assisting HT DH owners/managers in launching and managing requests for quotations (RFQs) to select suppliers for implementation activities. These RFQs will be issued at least twice during the project.

Overall, the collected data will be crucial for understanding technical feasibility, guiding tool design adaptations, and effectively integrating data from diverse sources.

The **Data Manager** from CREARA will ensure that data-related activities adhere to this DMP, including the (non-exhaustive) list of **deliverables** below. Most of these deliverables have required and will require data acquisition and transmission mechanisms, and others will guide said data processes:

- Characterization of HT DH systems [PU]
- Technical Solutions Portfolio [PU]
- Financial Tools Portfolio [PU]
- Call for applications [PU]
- Stakeholder community set up recommendations [PU]
- Prefeasibility study template [PU]
- List of project ambassadors [PU]
- Final publishable report [PU]
- Low-grade RES and waste heat transition: Generic Use Cases [PU]
- Local replication roadmaps [PU]
- Policy recommendations [PU]
- Investment plan collection [SEN]
- After-LIFE Conservation Plan [SEN]

The above-mentioned **mechanisms** for gathering all the necessary information, which should align with clear, secure, accessible, and replicable protocols, are briefly described in the table below:

Method	Task	Description and data type	Responsible partner
Desk research	T.2.1	Report including a meta-study using reports from reliable sources and scientific papers from peer-reviewed journals indexed in relevant databases to evaluate the status of	UNIPARTHENOPE

		HT DH networks in the target countries.	
	T.2.2	Report including a technical, financial & regulatory analysis of HT DH networks in the target countries.	UNIPARTHENOPE
	T.2.3	Define the financial and investment framework and the set of financial schemes/tools that will be used to implement the technical solutions.	GNE
	T.4.1	Prefeasibility studies	CREARA
	T.4.2	Financial plans	LEI
	T.4.3	Investment plans initiation	CREARA
	T.6.4	After-LIFE Conservation Plan and Implementation	CREARA
Round tables	T.3.3	Collecting the highest number of opinions from the stakeholders involved in the subject matter or the countries concerned, and comparing these opinions to generate synergies and a common path.	CREARA
	T.6.5		
	T.5.4		EUROPROJECT
Interviews	T.2.1	Interviews with experts to evaluate the status of HT DH networks in the target countries.	UNIPARTHENOPE
	T3.1	Bilateral ramp-up meetings to understand the specificities of each case study and tailor the support to their needs, in an achievable manner based on the project's resources.	All partners
	T3.3		CREARA
	T6.1	Interviews with case study participants to evaluate the implementation of the Support Facility.	GNE
Surveys	T2.2	It is an efficient and cost-effective method to gather important insights from stakeholders and industry experts within the relevant regions.	UNIPARTHENOPE
	T2.3		GNE
	T3.3		CREARA
	T6.5		CREARA
Online Application form	T3.1	Specific information from each of the DH sites to be studied that will allow to assess and score them in order to select the most relevant ones. This will be done using the EC's platform (EU Survey) and the gathered information will not be disclosed.	CREARA
Shared folder	All tasks	Primary working method in the day-to-day activities of the project partners.	All

Secure emails	T3.1	Emails will serve as the primary means of contacting stakeholders who apply in response to the call for applications	All
All	T5.2	A publishable final report should gather the key results obtained from all the aforementioned information collection mechanisms.	EUROPROJECT

Making Data Findable, Accessible, Interoperable, and Reusable (FAIR)

To ensure data is **findable**, the work on WP5, Communication, Dissemination, and Cross-EU Synergies, is vital. WP5 led by Europroject (EP) aims to amplify the project's influence by actively engaging, communicating, and fostering collaboration among pertinent target groups while leveraging cross-synergies and experiences. The objectives outlined within this work package include:

- Collaboratively devising, implementing, and consistently enhancing a Communication Strategy.
- Crafting and releasing communication and dissemination materials and content aimed at increasing awareness, disseminating project outcomes, and encouraging interactive participation.
- Establishing an ambassador community to advocate for and promote project initiatives.
- Collaborating with existing and concurrent initiatives to actively engage, outreach, and generate impact within DH systems.

Ensuring data **accessibility** is crucial for the successful dissemination and use of project results. In collaboration with all partners, EP will design, develop, update, and maintain the project's website in English. The website will be translated into all case study partners' languages. All partners will be encouraged to regularly provide relevant information to update the website with related news, project results, and events. This will make the (shareable) data more accessible to a broader audience, and information easily reachable and understandable, during project implementation and two years after it ends.

To maximise the project's impact and **interoperability**, the project will focus on developing a standardised methodology that is interoperable. The approach will be based on generic and well-known parameters, enabling replicators in target countries or others to replicate its premises without significant associated effort. This will also allow other agents to develop similar methodologies, generating knowledge using Low2HighDH's findings or examples as a basis, thus guaranteeing the data is efficiently shared and reused.

In this order of ideas, making data **reusable** is the main goal of WP6, which seeks to ensure that the project's outputs will have an appropriate quality standard so that they remain relevant after the project completion and other members of the DH community can use them in future projects. This will be achieved through three main Lines of Action:

- Creation of a one-stop-shop service to support DH operators with strategic, technical, and financial analyses for integrating low-temperature RES and excess heat into HT networks.
- Establishment of a network to promote the integration of low-temperature RES and excess heat into HT DH systems, sustaining project activities, methodologies and outcomes through different events.
- Engagement with EU-based DHC associations via bilateral meetings and a roundtable discussion during the project's final conference to attract interest in the project's activities.

Data security

Within the project's duration, to enhance effective collaboration among partners, data will be stored and exchanged within a project-specific, access-restricted SharePoint hosted by CREA. Each project partner bears responsibility for the data processed within their private servers, ensuring its protection and implementation of reasonable data security controls to minimise the risk of information leaks or destruction.

Upon the project's conclusion, collected non-personal data will be stored in an appropriate repository to maximise data preservation, including the project website whose content will remain available for at least two years after the project's end. Any personal data gathered during the project will be deleted once the project concludes.

This data management process aligns with EU legislation, specifically the GDPR (Regulation (EU) 2016/679). All participating countries are members of the European Data Protection Board (EDPB), further ensuring GDPR effective implementation for the data involved.

Ethical aspects

As for data existing in current databases, ethical considerations primarily involve adherence to the licensing terms under which these databases are provided. No additional ethical issues are identified.

Concerning survey-derived data, no ethical issues are identified either, as all the data will be collected and analysed anonymously or, if deemed necessary, pseudonymised.

Regarding data obtained from interviews or calls for applications, the Low2HighDH consortium will establish a two-level strategy to ensure ethical conduct as well as data security:

1) Informed Consent (see Appendix 2):

Interviewees will be provided with detailed information outlining the survey's and/or interview's purpose, translated into their local language. Interviewers commit to maintaining the confidentiality of interview documentation (e.g., notes, recordings). Furthermore, interviewees will be asked for their consent regarding the potential publication of a person-related summary of interview results (if applicable), after which one of the following two procedures will be implemented:

- Procedure if interviewees agree to publication: following interview evaluation, a summary is prepared and shared with the interviewee, requesting permission for release. If granted, relevant parts of the interview are included in the report.
- Procedure if interviewees decline publication: reports only feature anonymised results that prevent any identification of individuals.

2) Non-Disclosure Agreement (NDA) (see Appendix 3):

When further confidentiality is needed, such as with the data obtained from case studies and DH sites within the Support Facility framework (mainly related to the WP4 Investment Plans Implementation), NDAs will be signed by consortium partners and case studies' representatives. This further guarantees that data storage and processing occur exclusively on secure drives, without transmission to partners beyond the Low2HighDH consortium, and without any publication. Upon the project's completion, the data security protocol foreseen in this DMP will also be applied to data under an NDA.

Lastly, the project refrains from processing personal data further or engaging in additional processing of previously collected personal data, ensuring compliance with ethical guidelines and data protection regulations.

Appendix 1: References and Related Documents

N.	Reference or Related Document	Source or Link/Location
1	Low2HighDH project Grant Agreement No 101120865	Low2HighDH Project SharePoint, Reference Documents folder
2	Low2HighDH project Consortium Agreement	Low2HighDH Project SharePoint, Reference Documents folder
3	D1.1. Management Handbook	Low2HighDH Project SharePoint, Deliverables & Milestones
4	D5.1 Communication Strategy	Low2HighDH Project SharePoint, Deliverables & Milestones

Appendix 2: GDPR Privacy Policy Template

LIFE-Low2HighDH Consortium

Effective date: [Date]

1) Introduction

At LIFE-Low2HighDH Consortium, we are dedicated to safeguarding your privacy and adhering to the regulations set forth by the EU General Data Protection Regulation (GDPR). This privacy policy elucidates the methodologies employed in collecting, utilising, processing, storing, and sharing your personal data. By engaging with our services or furnishing your personal data to us, you implicitly grant consent to the procedures explicated within this policy.

2) Personal data we collect

We may gather diverse forms of personal data from you, encompassing, but not confined to:

- Contact information (name, email address, phone number)
- Demographic details (age, gender, location)

3) Legal basis for processing

We process your personal data relying on the following legal foundations:

- Consent: When you provide your explicit consent for specific processing activities.
- Contractual necessity: When the processing is necessary for the performance of a contract with you.
- Legitimate interests: When we have a legitimate interest in processing your personal data, which is not overridden by your rights and interests.
- Legal Obligations: When the processing is necessary to comply with legal obligations.

4) Purposes of data processing

We process your personal data for the following purposes:

- Implementing LIFE-Low2HighDH activities and fulfilling your requests.
- Communicating with you, including sending pertinent updates and notifications.
- Personalizing and enhancing the work within the project.
- Conducting research and analysis to improve our offerings.
- Adhering to legal obligations in regard to the implementation of LIFE-Low2HighDH project.

5) Data sharing and transfers

We may share your personal data with:

- Law enforcement or regulatory authorities, as required by law.

6) Data security measures

We have instituted suitable technical and organisational measures to safeguard your personal data from unauthorised access, loss, or disclosure. These measures encompass data encryption, access controls, and routine security assessments.

7) Your rights

You have the right to access, rectify, and erase your personal data held by us. You may also possess the right to limit or object to specific processing activities. For any inquiries or requests concerning your personal data, please reach out to us using the provided contact information below.

8) Updates to this privacy policy

We reserve the right to update this privacy policy periodically. The latest version will be published on our website, and noteworthy alterations will be communicated directly to you.

9) Contact us

If you have any questions, concerns, or requests regarding this privacy policy or your personal data, please contact us at info@low2highdh.eu.

By engaging in working with us, collaborating, or utilising our services, you acknowledge that you have read and comprehended this privacy policy and consent to its terms.

10) Signatures

Appendix 3: Non-Disclosure Agreement Template

See the template on the next page, which is an initial document that will be adjusted according to the national legislation of each target country.

THIS AGREEMENT is entered into on this [insert number of day] day of [insert Month and year] between:

- 1) XXXXXXXX, having its registered office or based in XXXXXXXX hereinafter referred to as “Discloser”
- 2) The consortium of the LIFE Low2High project, hereinafter referred to as “Discloser,” collectively signing this agreement. Each partner of the consortium is listed below with their respective details:
 - a) CREA CONSULTORES SL (CREA), PIC 956402347, established at CALLE SALCEDO, Nº11, 3rd FLOOR, MADRID 28034, Spain.
 - b) SLOVENSKÁ TECHNICKÁ UNIVERZITA V BRATISLAVE (STUBA), PIC 999868823, established at VAZOVOVA 5, BRATISLAVA 81243, Slovakia.
 - c) EUROPROJECT OOD (EP), PIC 952139779, established at 26 WILLIAM GLADSTONE STR., SOFIA 1000, Bulgaria.
 - d) LIETUVOS ENERGETIKOS INSTITUTAS, PIC 99517683, established at BRESLAUJOS G. 3, LT-44403 KAUNAS, Lithuania.
 - e) UNIVERSITA DEGLI STUDI DI GENOVA (UNIGE), PIC 999976687, established in VIA BALBI 5, GENOVA 16126, Italy.
 - f) KRAJOWA AGENCJA POSZANOWANIA ENERGII SPOLKA AKCYJNA, PIC 994565930, established at AL. JEROZOLIMSKIE 65/79, WARSZAWA 00 697, Poland.
 - g) Università degli Studi di Napoli “Parthenope”, PIC 999856019, established at VIA AMMIRAGLIO FERDINANDO ACTON 38, NAPOLI 80133, Italy.
 - h) GNE Finance, PIC 913311358, established at Rambla de Catalunya 18, 08007 Barcelona, Spain.

WHEREAS:

The Discloser and Recipient desire to enter business collaboration for the purpose of developing prefeasibility studies for one or more district heating networks in Lithuania, Poland, and Slovakia, for the Low2HighDH project under the LIFE 2022-CET-DH program. Throughout the discussions, the Discloser and Recipient may share proprietary information or Confidential Information with each other subject to the terms and covenants set forth below.

NOW IT IS AGREED AS FOLLOWS:

- 1) **Obligation of the Parties:**

- a) Provide all necessary information for the Recipient to perform their duties.
- b) Facilitate access to relevant project meetings and documents.
- c) Use the information provided solely for the purpose of the Low2HighDH project.
- d) Maintain confidentiality of the information received.

2) **Confidential Information**

- a) For the purposes of this Agreement, Confidential Information means any data or proprietary information of either party that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
 - i) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
 - ii) Any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;
 - iii) Any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Discloser's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
 - iv) Trade secrets; plans for products or services, legal information and customer or supplier lists;
 - v) Any other information that should reasonably be recognised as Confidential Information.
- b) The Discloser and the Recipient agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information and therefore protected.
- c) Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information disclosed orally or written materials that are not marked, by notifying the Recipient or the Discloser of the confidential nature of the information. Such notification shall be done orally, by email, written correspondence, or via other appropriate means of communication. While it is preferable for Confidential Information to be

marked, the good faith of the parties will be considered, and both parties will identify any information that may be confidential even if it is not marked.

- d) Notwithstanding the aforementioned, Confidential Information shall exclude information that:
- i) Is already in the public domain at the time or thereafter enters the public domain without any breach of the terms of this Agreement;
 - ii) Was already known by the other part before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
 - iii) Becomes publicly available by other means than a breach of the confidentiality obligations by either party (not through fault or failure to act by either party);
 - iv) Is or has been developed independently by employees, consultants or agents of the Discloser (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Discloser.

3) Purpose of the Disclosure of Confidential Information

The Discloser and Recipient will enter into discussions regarding future collaboration toward European Funded Project 101120865 – Low2High DH – call: LIFE-2022-CET for the purpose of developing prefeasibility studies for the decarbonisation of DH sites in Lithuania, Poland, and Slovakia.

4) Undertakings of the Recipient

- a) In the context of discussions, preparations or negotiations, the Discloser may disclose Confidential Information to the Recipient. The Recipient agrees to use the Confidential Information solely in connection with purposes contemplated in this Agreement and not to use it for any other purpose or without the prior written consent of the Discloser.
- b) The Recipient will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purposes specified. The Recipient will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence the Recipient will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and

will assume full liability for the acts or omissions made by its personnel representatives or agents.

- c) The Recipient will use the Confidential Information exclusively for the permitted purpose stated in clause 3 and not use the information for its own purposes or benefit.
- d) The Recipient will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.
- e) The Recipient shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information.
- f) All Confidential Information disclosed under this Agreement shall be and remain under the property of the Discloser and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Recipient. Principally, nothing in this Agreement shall be deemed to grant to the Recipient a licence expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all the existing and future intellectual property rights related to the Confidential Information are exclusive titles of the Discloser. For the sake of clarity based in good faith, the Recipient will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise, any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser.
- g) In the event that the Recipient is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Discloser of the terms of such disclosure and will collaborate to the extent practicable with the Discloser in order to comply with the order and preserve the confidentiality of the Confidential Information.
- h) The Recipient shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the Discloser may wish to take to prevent, stop or obtain compensation for such a breach or threatened breach.
- i) The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for

any purpose, noninfringement of third-party rights, accuracy, completeness or correctness.

- j) The Discloser is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.
- k) Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Discloser and Recipient.

5) Publication and Disclosure of Results

- a) As the Low2HighDH project is funded by the LIFE program of the European Commission, results will be shared with the Commission.
- b) For promotional purposes, posts will be made on social media, deliverables will be generated, and articles will be written about the project's case studies.
- c) Under no circumstances will this content include financial, corporate, or any other type of confidential information.
- d) The results to be shared will pertain to the work carried out in the prefeasibility studies for the decarbonisation of DH sites, including technical improvements, economic outcomes, and efforts to secure funding sources.
- e) The Discloser and Recipient agree to collaborate in ensuring that all shared content is accurate and appropriately reflects the project's objectives and achievements.

6) **Miscellaneous**

a) **Duration and Termination**

- i) This Agreement shall remain in effect for the duration of the project. Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect for two years after the project ends, save otherwise agreed.
- ii) If the Discloser and Recipient entered into a partnership under any kind of collaborative agreement (COA) or association agreement (AA), the non-disclosure provisions of the COA and AA shall supplement this Agreement. In the event that non-disclosure provisions are not provided for the said private agreements in equal terms as stated herein, this Agreement shall remain in force until the end of the collaboration undertaken.

b) **Applicable Law and Jurisdiction**

This Agreement shall be construed and interpreted by the laws of Belgium. The court of Brussels shall have jurisdiction.

c) Validity

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

d) Subsequent Agreements

Ancillary agreements, amendments or additions hereto shall be made in writing.

e) Communications

Any notices or communications required may be delivered by hand or e-mail, mailed by registered mail to the address of the Recipient/Discloser as indicated above. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Non-Disclosure Agreement to be executed as of the date stated above.

Name

Title

Date

Signatures