Secrecy undertaking

Version: 15 April 2024

The following secrecy undertaking is entered between FiBL (hereinafter called 'the Recipient') and the company named below (hereinafter called 'the Disclosing Party').

FiBL	name	Research Institute of Organic Agriculture
	address	Ackerstrasse 113
	town and post code	5070 Frick
	country	Switzerland
Company	name	
	address	
	town and post code	
	country	

Signed on behalf of:

FiBL	place	Frick
	date	
	signature	
Company	place	
	date	
	signature	

In consideration of the disclosure to it by the Disclosing Party of information related to all product(s) (hereinafter called 'the Product'), in the form of technical information and composition (hereinafter called 'the Information'), the Recipient undertakes as follows:

1. To use the Information only to evaluate whether the Product complies to the applicable legislation on organic agriculture and the admission criteria for the input lists published by FiBL, and in particular not to make any commercial use of the information.

2. FIBL will not disclose the Information to any third party. Employees of FiBL Projekte GmbH (Frankfurt, DE), Easy-Cert services GmbH (Enzersfeld, AT) and Skal Biocontrole (Zwolle, NL), personally involved in the team of the European Input List and bound by confidentiality obligations not less strict than those set out herein will not be regarded as third parties. Among the staff of FiBL, the Recipient will disclose the Information only to those employees who are personally involved in the input evaluation team and need to know the Information for the purpose set forth above.

3. If so requested by the Disclosing Party, to return or destroy any documents containing the Information supplied by the Disclosing Party. In this case, however, the listing of the Product on any input list published by FiBL expires.

4. Not to copy any documents containing the Information, nor to take any extracts therefrom.

5. The above obligations shall not apply or shall cease to apply to Information which the Recipient can show to the reasonable satisfaction of the Disclosing Party:
   a) has become generally available to the public otherwise than through violation of this undertaking;
   b) was already in the Recipient's possession prior to its acquisition from the Disclosing Party;
   c) has been received from a third party who did not acquire it directly or indirectly from the Disclosing Party.

6. The Recipient may disclose the Information if required pursuant to an order of competent court or administrative agency, provided that the Recipient has informed the Disclosing Party in writing thereof, and has used reasonable efforts to limit the scope of the disclosure and to obtain confidential treatment by the court or administrative agency of the Information disclosed pursuant to such order.

7. Any intellectual property rights created by using the Information will be the property of the Disclosing Party and the Recipient will assign such rights to the Disclosing Party upon its request.

8. This undertaking will not be construed as conferring to the Recipient any licenses or rights to the Information except as explicitly stated herein or as an obligation of the Disclosing Party to enter into any licence or other agreement with the Recipient.

9. The Recipient will acknowledge the receipt of Information from the Disclosing Party. This undertaking shall be valid for an unlimited time, as long as the Product is listed on any input list published by FiBL, and for ten years after the Product has been removed from all input lists published by FiBL. This agreement also covers Information that was provided by the Disclosing Party to the Recipient for the purpose set forth above prior to the establishment of this agreement.

10. This agreement is governed by, and construed in accordance with the laws of Switzerland, except as they relate to the conflict of laws. The parties hereby irrevocably submit to the exclusive jurisdiction of the ordinary courts of Laufenburg, Switzerland, without restricting any right of appeal.