EUROPEAN COIL COATING ASSOCIATION A.I.S.B.L

**ECCA PREMIUM® QUALITY AND SUSTAINABILITY LABEL**

**“ECCA PREMIUM INSPECTOR” CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is entered into by and between:

the “EUROPEAN COIL COATING ASSOCIATION A.I.S.B.L” (hereinafter referred to as the “ECCA”), an international non-profit association incorporated in Belgium having its registered office at Avenue de Tervuren 273, 1150 Brussels, Belgium, represented by Yvonne Barcelona, Managing Director

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Inspector”), representing an ECCA Premium® Approved Inspecting Organisation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

with respect to the Inspector’s participation in the ECCA Premium® quality and sustainability label scheme and all associated ECCA Premium® documents, as the same may be amended from time to time (hereinafter referred to as the “Label Scheme”).

WHEREAS, ECCA is an international non-profit association whose mission is to promote the use of prepainted metal as the environmentally sound, the cost effective and the high quality method of finishing, including developing a quality and sustainability label for such products and materials; and

WHEREAS, ECCA has developed, published, sponsored and now administers the Label Scheme; and

WHEREAS, the Inspector is in the business of inspections and audits for the Label Scheme; and

WHEREAS, the Inspector will be entering in discussions and be provided with confidential information regarding product and environmental performance of ECCA Premium® label Applicants and Customer contact details of ECCA;

HEREWITH the contracting parties agree and accept the following:

1. Confidentiality
   1. The Inspector shall
      1. use Confidential Information only for the purpose of the ECCA Premium® Inspections even if the knowledge is amassed through own labour or ingenuity;
      2. during and after service, disclose Confidential Information to a third party only with the prior written consent of ECCA.
      3. make all reasonable efforts to prevent the use or disclosure of the Confidential Information other than in accordance with the terms of this Agreement
      4. effect and maintain adequate security measures to safeguard such Confidential Information from unauthorised access, use and misappropriation
2. Inspector shall within thirty (30) days of a request from ECCA return to ECCA all media remaining in his/her possession provided to him/her by ECCA and containing Confidential Information and shall destroy or delete any media prepared by him/her containing Confidential Information and shall within that period provide to ECCA written confirmation that such media has, as appropriate, been returned, destroyed or deleted provided that any such request under this clause does not hinder or impair Inspector’s ability to perform his/her role in respect of the Label Scheme.
3. When the Inspector ends his/her contract with ECCA he/she will not directly or indirectly employ or solicit the services of any employee of ECCA or work in direct competition with ECCA for six months after termination of the contract.
4. The Inspector agrees that the results of the services provided by him/her under this agreement shall belong to ECCA and that ECCA shall be the sole owner of all copyrights, rights to know-how, industrial designs, patents and any other industrial or intellectual property rights or any goodwill that the Inspector may create, alone or with others, during the term of this Agreement, which may relate in any way to ECCA’s activities. The Inspector shall do whatever is reasonably necessary or desirable to ensure that title to any such intellectual property rights is effectively transferred to ECCA and this for no further consideration.
5. Any disputes arising from this Agreement will be resolved before the courts of Brussels, Belgium. Belgian law is applicable.

In witness whereof, the parties have caused this Master Agreement to be signed in two originals, one for each party.

In Brussels, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date)

For the ECCA AISBL Inspector

Yvonne Barcelona NAME

Managing Director FUNCTION