

Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into on the date of signature by and between the participant in the Multi-Physics Pellet Cladding Mechanical Interaction Validation (MPCMIV) exercise (the “Recipient”) and Studsvik Nuclear AB, an entity formed under the laws of the Kingdom of Sweden, located at SE-611 45 Nyköping, Sweden and NINE srl, an entity formed under the laws of Italy, located at Via della Chiesa XXXII, 759, Lucca, Italy (the “Disclosing Parties”).

WITNESSETH THAT:

WHEREAS, in connection with MPCMIV Benchmark work (hereinafter the “Purpose”); Disclosing Parties shall disclose to Receiving Party Confidential Information related to the specified Purpose; The Confidential Information will include fuel design data, irradiation conditions, power histories, test conditions, test results and pre- and post-test post irradiation examination (PIE) data, geometrical data of R2 and Core Configuration loading of R2.

WHEREAS, the Disclosing Parties desires to protect the confidential and secret nature of its Confidential Information; and

WHEREAS, the Disclosing Parties wish to define the obligations of the Recipient for the protection of such Confidential Information and to provide assurances regarding dissemination of all Confidential Information; and

WHEREAS, the Parties represent that they are fully authorized to deal generally with, and make an agreement respecting to, the subject matter hereof;

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the Parties hereby agree, covenant and contract as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. Recipient acknowledges that:
 - a) This Agreement shall be valid for a maximum of ten (10) years, unless renewed in writing by the Parties; and
 - b) During the term of this Agreement and any extensions thereto, Recipient will be afforded access to Disclosing Parties’ Confidential Information; and
 - c) public disclosure or use of such Confidential Information by the Recipient to a third party would have a material adverse impact on the Disclosing Parties and its business; and
 - d) the provisions of this Agreement are reasonable and necessary with respect to the exchange and use of Confidential Information.

3. As used in this Agreement, the term “Confidential Information” shall include but is not limited to: processes, procedures, facilities, costs, controls, materials, designs, improvements, formulas, methods, computer firmware and software, test methods, data, uses or potential uses and applications, and other strategic and business planning, trade secrets and confidential information developed or acquired by or on behalf of the Disclosing Parties which relate to or affect any aspect of the business, affairs and/or Purpose of the Disclosing Parties.
4. The Confidential Information shall be used only for activities in connection with the Purpose.
5. All Confidential Information is and shall remain the property of the Disclosing Parties, but the Recipient shall have rights to use such Confidential Information for the aforesaid Purpose during the term of this Agreement. Notwithstanding anything to the contrary in this Agreement, neither execution of this Agreement nor the disclosure of any Confidential Information by the Disclosing Parties shall be construed as granting a license (expressly, or by implication, estoppel, or otherwise) under, or any right of ownership in any Confidential Information, any intellectual property, including but not limited to any patent or patent application now or hereafter owned or controlled by the Disclosing Parties. This Agreement is solely for the purposes of protecting and limiting the use and distribution of the Confidential Information.
6. The Recipient agrees that it shall comply with requests for Confidential Information by government authorities or tribunals having jurisdiction. The Recipient shall notify the Disclosing Parties of any requests or subpoenas requiring the disclosure of Confidential Information in writing immediately upon receipt. Upon its election the Disclosing Parties shall have the right to challenge any such attempts to obtain Confidential Information, during which time the Recipient is prohibited from making any such disclosures.
7. The Recipient shall, with respect to the Confidential Information disclosed to it by the Disclosing Parties, keep said information confidential and:
 - a) limit the distribution of the Confidential Information to only those employees that have a need to know and cause such employees to acknowledge their obligations to not disclose such Confidential Information and who, by acknowledging the existence of this Agreement, agree to be bound by the terms herein; and
 - b) not use the Confidential Information other than for the Purpose; and
 - c) not reproduce Confidential Information, in whole or in part, nor remove, or caused to be removed, the identification affixed to Confidential Information indicating its proprietary nature, if any; and
 - d) not remove from the premises of the Disclosing Parties, except when specifically authorized in writing, any Confidential Information, including but not limited to, any document, record, notebook, plan, drawing, model, component, improvement, or device relating to or containing Confidential Information; and

- e) the Recipient shall not, without prior written consent of the Disclosing Parties, disclose, divulge or communicate to a parent, subsidiary or affiliate company or any third party, either directly or indirectly (except pursuant to the order of a court or governmental agency) or use for any purpose other than for the exclusive benefit of the Parties in the agreed Purpose, any Confidential Information, whether the Recipient has such information in its memory or embodied in writing or other physical or electronic form.
8. This agreement shall not apply to such information which;
- a) is obtained from public or published information or trade sources, other than by wrongful acts, or
 - b) has become publicly known in the industry through no wrongful act of either Party, or
 - c) has been furnished to the Recipient by a third party having no obligation or restriction of confidentiality with respect to the Confidential Information, or
 - d) as shown by cogent written records, was known to the Recipient or independently generated by the Recipient prior to receipt from the Disclosing Parties; or
 - e) is provided by the Disclosing Parties to a third party without restrictions as to use or disclosure of the kind provided for by this Agreement.
9. This Agreement shall survive the conclusion of the Purpose and related activities between the Parties.
10. Compliance with Export Control Laws. To assure compliance with applicable export control laws and regulations concerning the export of technical data or similar information to specific countries or locations, the Recipient shall not disclose or permit the disclosure, transfer or re-export, directly or indirectly, of any Confidential Information it receives hereunder, or any product derived from such Confidential Information, without the prior written permission of Disclosing Parties and any government having jurisdiction, to (a) any country, entity or natural person for whom the prior authorization is required under applicable export control laws and regulations, and (b) any citizen of such country regardless of where he or she is located anywhere in the world. The Recipient shall fully comply with all such laws and regulations with regard to the Confidential Information it receives hereunder and shall cooperate in good faith with the reasonable requests of Disclosing Parties made for purposes of its compliance with such laws and regulations. Notwithstanding any other provisions in this Agreement, the obligations set forth in this Article 10 shall be binding on the Parties so long as the relevant export control laws and regulations are in effect.
11. The Parties agree that the invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of any other part or provision of this Agreement. The Parties acknowledge that should a dispute or controversy arising from or relating to the provisions of this Agreement be submitted for adjudication to any court, arbitration panel or other third party, the preservation of the secrecy of Confidential Information may be jeopardized, and the Parties will use best efforts to

seal all proceedings and to obtain appropriate protective orders with respect to the Confidential Information.

12. Neither Party represents, warrants, or guarantees the accuracy or completeness of any information, including but not limited to Confidential Information, disclosed hereunder nor represents, warrants or guarantees the suitability thereof for the Purpose. Accordingly, the Parties agree that neither Party shall have any liability to the other or any other entity for the accuracy, completeness, or non-realization of any information, including any estimates or projections; or expenses, losses, and damages incurred by, or any action taken by the Receiving Party; or disclosed hereunder; nor for use or reliance on, such information.
13. This Agreement constitutes the entire understanding related to disclosure and use of Confidential Information between the Parties for the defined Purpose and supersedes any other previous agreements. This Agreement shall apply in lieu of and not withstanding any specific legend or statement associated with any particular information or data exchanged, and the rights and duties of the Parties shall be determined exclusively by the terms, conditions and provisions of this Agreement.
14. This Agreement shall be governed by and interpreted in accordance with the laws of the Swiss Confederation without regard to that Country's laws regarding the conflict of laws.
15. Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules.

The number of arbitrators shall be one;
The seat of the arbitration shall be in Zurich;
The arbitral proceedings shall be conducted in English.

I, the "Recipient," agree to these conditions:

Name (in BLOCK CAPITALS): _____

Position within the organisation (title): _____

Organisation: _____

Address: _____

E-mail: _____

Telephone: _____

Date: _____ Signature: _____