

Non-disclosure agreement and assignment of rights in the drafting of the European Guideline FOOD SAFETY IN THE SUPPLY CHAIN



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Non-disclosure agreement and assignment of rights in the drafting of the European Guideline – Food Safety in the Supply Chain

between
the International Association **ENFIT e.V.**
Internationaler Tankreinigungs-Verband e.V. / International Tank-Cleaning Association,
represented by the President, Mr Hans-Dieter Philipowski,
Grüne Straße 5
49610 Quakenbrück
Germany

Hereinafter referred to as “ENFIT” –

and

Ms / Mrs / Mr
Company.....
Street / House number.....
Postcode.....
Town.....
Country.....

- hereinafter referred to as “Member” of the European Working Group –

In the acknowledgement and acceptance

1. of the objectives of ENFIT (**Annex 1**) and
2. of the objectives of the European Working Group (**Annex 2**)

ENFIT and Member agree the following:

I. Confidentiality

In his/her function as part of the European Working Group, it is possible that the Member will receive confidential information, which shall not be made available to third parties.

(1) The Member shall therefore

- treat all information identified as confidential (in whatever form),
 - company and trade secrets (in particular of the other members), and
 - other facts
- (hereinafter collectively or individually referred to as "Information"),

which he/she receives directly or indirectly in the context of his/her work in the Working Group in dealings with the other members of the Working Group, as strictly confidential, and shall use such Information solely for the purposes for which he/she received it.

This applies also to Information which has not expressly been identified as confidential, but which is obviously of confidential nature.

Confidential information shall not be disclosed to third parties.

(2) The duty of confidentiality shall not apply if and in so far as the Member proves that the Information in question:

- was already publicly known or available to the general public at the time it was disclosed to or became known by the Member, or becomes lawfully known without the involvement of the Member after it was disclosed to or became known by the Member,
- was already known to the Member at the time of signing this agreement, or was lawfully disclosed to him/her by a third party without any action on his/her part and/or without his/her responsibility,
- has to be disclosed owing to a binding official directive or mandatory legal provisions, provided that ENFIT has been informed of the disclosure in good time beforehand,
- has been compiled independently of him/her,
- are such in respect of which ENFIT has expressly waived confidentiality in writing or which have been released following written consent.

(4) Insofar as the activity within the context of the Working Group does not require it, the Member shall not make copies of the Information, nor have it created, nor save it, nor have it saved by any third party.

(5) The Member shall without delay return to ENFIT any Information provided to him/her in physical form and any copies thereof whenever such return is requested. Any files created and copies thereof shall be deleted from all data carriers without delay at the request of ENFIT. This shall apply also to any work and results of the work created by the Member in the context of the activity mentioned in the preamble of this agreement.

(6) The Member is aware that any breach of secrecy in respect of company or trade secrets is punishable in accordance with §§ 17, 18 UWG (Act Against Unfair Competition).

(7) If the Member violates this duty to maintain confidentiality, the Association has the right to assert claims for damages.

II. Assignment of Rights

Insofar as the Member renders services in the context of his/her activity in the Working Group, in particular in the context of collaborating on drafting the "Guidelines", that are protected by law (e.g. by copyright law), all rights to make use of such services shall rest with ENFIT. For this reason, it shall be possible without restriction to produce further pieces of work based on the results of this guideline.

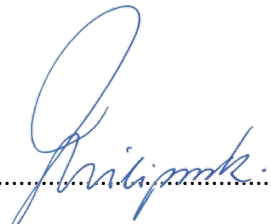
- (1) The Member therefore assigns to ENFIT the exclusive right, which shall be unrestricted in terms of content, duration and location, to freely use the services, pieces of work and outputs produced by the Member in the context of the activity mentioned in the preamble (including texts, graphics, illustrations, tables, diagrams etc.). This right of use extends to all known and unknown types of use and includes, in particular, and in addition to the right to use, reproduce, disseminate, issue, send, make public and record on image or sound carrier, also the right to consign or sub-license the work and results of the work to third parties, and, to the same extent, the editing, amendment and use, including dissemination, reproduction and utilisation, of any derivative works resulting therefrom. ENFIT shall also have the right to use the work and/or results of the work for commercial purposes. Furthermore, the Member shall assign to ENFIT the exclusive right, unrestricted in terms of content, duration and location, to reproduce the work or results of the work in the public domain as well as any derivative works in any form resulting from the editing and amendment of the original work or work results.
- (2) The granting of rights thereby also includes the right to further transfer assigned rights to third parties.
- (3) ENFIT shall be entitled, but not obliged, to name the Member (name and company name) in the context of the Guideline. In this respect, the Member waives his or her right to be identified as author or director.
- (4) The Member warrants and represents that
 - (a) he/she is entitled to collaborate in the Working Group,
 - (b) he/she is entitled to undertake such granting of rights and that there are no existing agreements with the company/employer that conflict therewith.
- (5) In so far as the Member brings content and material to the Working Group that have not been produced by him/her, the Member warrants and represents that ENFIT can have unrestricted use of said external material within the scope of the aforementioned granting of rights.
- (6) If one of the above warranties or representations is violated, the Member shall indemnify ENFIT against all third party claims.
- (7) The Member acknowledges that participating in the Working Group and the granting of rights in the interests of realising the objectives pursuant to Annexes 1 and 2 shall not be separately remunerated.

- (8) The Member assigns to ENFIT the usage rights for photographs taken during the event. ENFIT undertakes to use the photographs solely in connection with any publications on the Working Group.

III. Partial invalidity

If single provisions in this Agreement are or become ineffective, the effectiveness of the remainder of the Agreement shall not be affected. The Parties undertake to replace the ineffective provision with an effective provision that corresponds as closely as possible to the intended result.

Quakenbrück....., on the 25.09.2017 , on the.....



.....

ENFIT (Hans-Dieter Philipowski)
President

.....

The Member

Contact: info@enfit.eu or telephone: +49 5431 90 65 352
ENFIT e.V. 49610 Quakenbrück, Grüne Straße 5

Board of Directors: President: Hans-Dieter Philipowski, Dipl. Eng., Vice-President: Karsten Hill,
Dipl. Econ. Dr. Barbara Hildebrandt, Uve Hilgendorf

Annex 1 INTERNATIONAL ASSOCIATION ENFIT – TASKS AND OBJECTIVES

The International Association **ENFIT e.V.** operates as a non-profit organisation in the areas of food safety, tank and container cleaning, standardisation and improvement of conditions relating to the transportation of commodities and finished products in food transport containers.

1. The primary objective of the Association is to develop standards that will ensure the mitigation of the risks of cross-contamination with micro-organisms, moulds, prions, mycotoxins, dioxins, and chemical or foreign substances such as wood, glass, or plastics in the transportation of food in food transport containers.

Further European and international objectives of the Association include:

- Exchange of information between industry, logistics and cleaning plants
 - Exchange of information with the relevant national authorities and international bodies on food safety
 - Identification of the potentials for risk in the supply chain
 - Drafting of standards for the cleaning and disinfection of food transport containers
 - Drafting of standards for the establishment of container inspection centres for assessing the suitability for food use of food transport containers, pursuant to DIN 10 502-1
 - Qualification of experts for DIN 10 502-1-compliant container inspection
 - Drafting of standards on traceability for unpackaged commodities and finished products in food transport containers
 - Establishment and running of European and international working groups
 - Drafting of guidelines
 - Representation of the members' interests
2. ENFIT established the "European Working Group (EWG) – Food Safety in the Supply Chain" for the purpose of drafting a European/international guideline.

The objective of the European Working Group is to improve food safety in the supply chain in the interests of consumers and the relevant stakeholders, to identify shortcomings, and to work together to develop solutions and standards.

The supply chain in this context includes all steps connected with transportation, such as:

- Loading (producers of commodities and finished products = shipping agents, loading stations)
- Transport (logistics companies, carriers, hauliers)
- Transport containers (manufacturers of transport containers, lessors, repair and maintenance companies, service companies, owners of transport containers)
- Unloading (companies receiving commodities and finished products, processing facilities, unloading stations)
- Cleaning and disinfection of transport containers (cleaning stations)
- Certification of cleaning stations and standardisation of cleaning certificates
- Identification of primary products and traceability of food and allergens
- Quality management

Annex 2: EUROPEAN WORKING GROUP

1. The **European Working Group** will commence on 11 October 2017 with the kick-off meeting in Brussels. After the kick-off meeting, the participants will split into four subgroups to work on the topics that have been allocated to each subgroup at the kick-off meeting. The development work of the subgroups will take place during the period from January 2018 to December 2019. Each of the subgroups will meet three times a year in Brussels.
2. The objective of the European Working Group is to work with the participants from the areas of production, logistics, quality management, cleaning stations operators, food transport container manufacturers, service companies, plant manufacturers, service providers, representatives of associations, organisations and other experts, taking advantage of their experiences to identify the risks in the supply chain and to arrive at solutions for eliminating or reducing the risks.

The participants in the European Working Group will work together to develop solutions and standards that enjoy widespread consensus on improvement of food safety in the supply chain. The objective of the European Working Group is to improve food safety at all stages of transportation. A further objective is to increase safety for the companies involved and for the consumer. The results of the work of the Working Group will be summarised and communicated in a European Guideline.

The resultant Guideline will serve those involved in the Working Group as well as those involved in the supply chain as recommendations on best practice.

3. The development of a Guideline is always founded on the experience of a great many people from a variety of areas (e.g. quality management, production, logistics, cleaning and disinfection, etc.). It is only possible to make reasonable progress if these individual experiences are coordinated, developed and combined.

ENFIT e.V.

October 2017 – Executive Board

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ENFIT e.V. 49610 Quakenbrück, Grüne Straße 5

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