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**TERMS OF SERVICE AND
NON-DISCLOSURE AND DATA SHARING DECLARATION**

The **acceptant** hereinafter referred to as “**Researcher**” is employed/appointed at an institution, hereinafter referred to as Institution

whereas:

- Researcher participates in the COST Action “*Performance and Reliability of Photovoltaic Systems: Evaluations of Large-Scale Monitoring Data*”, hereinafter referred to as “**PEARL PV**”;
- the aim of PEARL PV is to improve the energy performance and reliability of photovoltaic (PV) solar energy systems in Europe leading to lower costs of electricity produced by PV systems by a higher energy yield, a longer life time eventually beyond the guaranteed 20 years as specified by manufacturers, and a reduction in the perceived risk in investments in PV projects;
- the aim will be achieved by analyzing data of the actual monitored long-term performance, defects and failures in PV systems installed all over Europe, hereinafter referred to as “**the Data**”, to quantitatively determine the absolute influences of components rated performance, key design of systems, installation, operation, maintenance practice, geographic location and weather factors on the performance, performance degradation over time and failure modes of these PV systems, hereinafter referred to as “**the Aim**”;
- datasets containing the Data, hereinafter referred to as “**Datasets**”, will be made available by researchers, institutions and other stakeholders to PEARL PV for the Aim, hereinafter individually referred to as “**Owner**”;
- therefor a databank for PEARL PV, containing the Datasets, will be created and stored on one of University of Twente’s server, hereinafter referred to as “**the Databank**”;
- all parties and persons that participate in PEARL PV have to sign this Non-Disclosure and Data sharing Declaration, hereinafter referred to as “**Declaration**”, and will be bound by this Declaration before they are granted access to the Databank for the Aim;
- Researcher may make available certain of its Datasets to PEARL PV for the Aim,

requests access to the Data and Datasets collected in the Databank for the Aim and declares the following:

1. Confidentiality:

Researcher agrees, as recipient of Data and/or Datasets, that it will not disclose any Data and/or Datasets received without the prior written permission of the Owner and will not use the Data and/or Datasets for any purpose other than for the Aim.

2. Surviving Obligation:

Researcher’s obligation to maintain the confidentiality of the Data and/or Datasets received shall survive termination of the Agreement for an indefinite period of time.

3. Other Sources Exemptions:

Researcher's obligations hereunder will not apply, or shall cease to apply, to that Data and/or Datasets which Researcher can establish through written documents:

- a. was rightfully known to the Researcher prior to disclosure hereunder to Researcher;
- b. was known to the public, or generally available to the public, outside PEARL PV, prior to disclosure hereunder to Researcher;
- c. becomes known to the public, or generally available to the public, outside PEARL PV, other than by act of Researcher, subsequent to disclosure hereunder to Researcher; or
- d. is received by Researcher without an obligation to hold the same in confidence from a third party outside PEARLPV who has a bona fide right to disclose or make available the same to Researcher.

4. Standard of Care:

Researcher shall protect the disclosed Data and/or Datasets by using the same degree of care, but no less than a reasonable degree of care, as it uses to safeguard its own data and/or datasets and other confidential or proprietary information. Researcher shall not copy, distribute, or disseminate the Data and/or Datasets to any unauthorised persons or entities.

5. Return or destruction of the Data and/or Datasets:

Promptly following Researcher's receipt of Owner's or PEARL PV's authorized representative's written request, the Data and/or Datasets and all copies thereof in Researcher's possession or control, shall be returned to the Owner or destroyed by Researcher at Owner's or PEARL PV's authorized representative's instruction.

6. Mandatory disclosure exemptions:

Nothing herein shall restrict Researcher's right to disclose the Data and/or Datasets where such disclosure is required by written order of a judicial, legislative, or administrative authority of competent jurisdiction, or is necessary to establish its rights under this Declaration, provided, however that, in each case, Researcher will first notify Owner and/or PEARL PV's authorized representative of such need or requirement to allow Owner and/or PEARL PV's authorized representative to limit the scope of the proposed disclosure.

7. Equitable relief availability:

Researcher acknowledges that an unauthorized disclosure of the Data and/or Datasets may cause irreparable harm to Owner for which no adequate remedy at law exists and that, in addition to any other remedies which may be available, Owner shall be entitled to seek injunctive relief to enforce the terms of this Declaration.

8. No rights or licences extended:

No rights or licences whatsoever, either express or implied, are granted hereunder by Owner to the Researcher and vice versa as to any database rights, patents or patent applications, copyrights, trademarks, trade secrets, or other intellectual property now or hereafter acquired, developed, or controlled. Owner retains all rights and remedies afforded under any applicable laws for protecting its intellectual property.

9. No waiver of rights:

If Researcher breaches this Declaration then the failure of the Owner or PEARL PV's authorized representative to enforce any rights under this Declaration shall not be deemed a waiver of any such rights. The rights and remedies, as set forth in this Agreement, are not exclusive and are in addition to any other rights and remedies provided by law. Additionally, the invalidity in whole or in part or condition of this Declaration shall not affect the validity of any other part or condition.

10. Data and/or Datasets provided "as-is":

With respect to the Data and/or Datasets disclosed, Owner and PEARL PV's authorized representative provide the Data and/or the Datasets "as is" and make no representation or warranty, express or implied, to Researcher as to its condition, satisfactory quality, design, operation or fitness for a particular purpose or use.

11. No relationship established:

It is understood that both Parties do not intend that any agency or partnership relationship be created between them by this Agreement. Neither Party has any further obligation hereunder to transact any business whatsoever with the other Party.

12. No transfer or assignment:

Researcher may not transfer or assign any or all of its rights and/or obligations or delegate the performance of any or all of its obligations under this Declaration, directly or indirectly.

13. Term of this Declaration; termination:

This Declaration enters into force on the date of its acceptance by Researcher and expires when the PEARL PV platform is dismantled.

14. Governing Law; place and court of jurisdiction:

This Declaration is made under and shall be construed under and interpreted by the laws of Belgium. Any dispute that cannot be settled amicably shall be submitted to the competent court in Belgium.