

Please copy the text below on a letter with your organisation's letterhead, sign it and send it by email to the address below.

To:

alt-spf-coordination [at] eurtd.com

Subject: Intention to join the ALT-SPF Consortium

<PLACE, DATE>

Dear Sirs,

With this letter, **Organization name and legal form**, a company incorporated under the laws of [country of incorporation] with registered office located at [full address], registered under number [number] (hereinafter referred to as the "**Organization**") confirms its intention to join the "ALT-SPF" Consortium, which aims to evaluate, characterize and compare alternative testing methods to current gold standard *in vivo* testing method ISO 24444:2019 for sun protection factors and to publish the results obtained in peer-reviewed journal(s) (hereinafter referred to as the "**Project**"), as described in the Project synopsis, with reference ALT-SPF_SYNOPSIS.

Based on that intention, the Organization is committed to:

1. **Confidentiality:** the Organization will keep confidential any and all technical or non-technical information related to the Project (hereinafter referred to as the "**Confidential Information**") it receives from any of the other organizations having an intention to join the "ALT-SPF" Consortium, any service providers of the Consortium, any invited experts and/or laboratories, or on its or their behalf by a third party (hereinafter referred to as the "**Disclosing Party**"), in any medium (including visually or orally), that the Disclosing Party designates as confidential, whether by marking, orally or by other means, at the time of or promptly after disclosure, or, if not so designated, that the Organization would reasonably be expected to assume is confidential due to its nature, and include any analysis, discussion or synthesis thereof. For the avoidance of any doubts, the meetings related to the "ALT-SPF" Consortium are covered by confidentiality.

Exception: Confidential Information does not include any information that the Organization is able to prove by documented evidence and which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; or (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party through no breach of its confidentiality obligations by the Organization; or (iii) was already in the possession of the Organization before the Disclosing Party disclosed it to the Organization; or (iv) is obtained by the Organization from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Organization without use of or reference to Confidential Information; or (vi) is required to be disclosed by a compelling court decision or other legal or regulatory requirements, provided that, in such case, the Organization shall promptly notify the Disclosing Party in writing of that requirement, unless prohibited from doing so, and use reasonable good faith efforts to (i) disclose only the specific Confidential Information legally required to be disclosed, and (ii) assist the Disclosing Party (to the extent requested by the Disclosing Party) in obtaining a protective order or other appropriate assurances that the confidential nature of the Confidential Information shall be protected and preserved.

The Organization shall use the Confidential Information exclusively in view of their participation in the "ALT-SPF" Consortium and at all times in compliance with all applicable laws and regulations, including competition laws and data protection laws.

Notwithstanding the above, the Organization may disclose the Disclosing Party's Confidential Information to its directors, officers, employees, contractors and agents who have a bona fide need to know such information in connection with their participation in the "ALT-SPF" Consortium; provided, however, that:

- a. in each case the person to whom such Confidential Information is disclosed is subject to written confidentiality obligations no less stringent than those contained herein;
 - b. the Organization shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information; and
 - c. the Organization shall be liable to the Disclosing Party for any breach of confidentiality by any such person.
2. Active support to the Project setup: the Organization agrees to make the best efforts to support the setup and definition of the Project so as to allow a successful launch and execution, and in particular through the provision of:
- On time submission of technical, financial and contractual input required for the preparation of the Project.
 - Manpower to attend meetings according to the commonly established timetable.

On behalf of <NAME OF THE Organization>.....

Name of authorised representative, title:.....

Date:

Signature:.....