

NON-DISCLOSURE UNDERTAKING

This undertaking (the “Undertaking”) is made by participants in the SPARK Norway Review panel (hereinafter each called the “Receiver”).

WHEREAS, the Receiver is taking part in an evaluation of SPARK applications in December 2021 and a closed digital evaluation meeting held by SPARK Norway at **17th January 2023** (“Meeting”). The applicants in the Meeting are from universities, research and clinical institutions, clusters that are members and/or associated to the SPARKNorway*. The members of SPARKNorway and their respective researchers and clinicians (jointly and individually referred to as the “Discloser” or “Disclosers”) may disclose in their applications and in the Meeting to the Receiver information which is of confidential nature.

THE RECEIVER UNDERTAKES TO THE FOLLOWING:

1. The Receiver may receive information in the Meeting from the Disclosers that is confidential information. “Confidential Information” shall mean without limitation any and all research, technical, financial, business or commercial information, data, products or material disclosed to the Receiver in whatever form (also orally) and whether marked as confidential or not. The Confidential Information shall also include all copies, reproductions, photographs, images, records, and extracts of the information, as well as all notes and summaries prepared by the Receiver from the Confidential Information.
2. The Receiver shall treat all Confidential Information strictly confidential, with reasonable care and shall not publish, disclose or transfer the Confidential Information to any person, legal or natural.
3. The Receiver shall use the Confidential Information only for discussions within the Meeting with the particular Discloser of the Confidential Information.
4. The Receiver undertakes to observe the confidentiality and non-use obligations defined in this Undertaking during the Meeting and for five (5) years after the Meeting. The said obligations shall not be applied to Confidential Information that the Receiver can prove:
 - a. was already known to the Receiver or public at the time of its receipt or has become public thereafter through no breach of this Undertaking;
 - b. becomes known to the Receiver without any connection to the Meeting and without breach of an obligation of confidentiality as evidenced by prior written records;
 - c. was independently developed by the Receiver without the use, reference to or reliance upon Confidential Information;
 - d. is or becomes lawfully available to the Receiver on a non-confidential basis from an independent source who is free to divulge such information.

If the Receiver is required to disclose Confidential Information pursuant to mandatory law, court order or a binding ruling of a governmental authority, it may do so provided that it limits the disclosure to the required minimum, gives the Disclosers prompt written notice of the requirement and upon request assists the Disclosers in seeking a protective order or other similar protection.

5. All right, title and interest in the Confidential Information is and shall remain that of the Disclosers. Confidential Information disclosed by the Discloser, and all intellectual property rights, whether patentable or not, in the Confidential Information, shall remain the exclusive property of the Discloser.
6. Upon request of the Disclosers made at any time, the Receiver agrees to return within fourteen (14) calendar days to the Disclosers any and all originals, copies and reproductions of the Confidential Information, or at the Disclosers' option, certify destruction of the same.

Upon request of the Discloser, the Receiver shall also promptly provide a certificate, signed by the Receiver, certifying compliance with the obligations of this Article 6.
7. The Receiver is liable to compensate the Disclosers for all losses, damages, costs, claims or expenses caused by a breach of any of its obligations under this Agreement.
8. This Agreement shall be governed by and construed in accordance with Norwegian law. Any and all disputes arising out of or in connection with this Agreement shall be finally settled by the Courts of Norway, with the agreed legal venue being Oslo City Court (Oslo Tingrett).
9. This Undertaking enters into force by digital registration.

* Institutions that are members and/or associated to SPARK Norway are University of Oslo, Oslo University Hospital, Inven2, Oslo Cancer Cluster, The Life Science Cluster, Norway Health Tech, Norwegian Inflammation Network, Nansen Neuroscience Network, Association of Pharmaceutical Industry in Norway (LMI), The Norwegian Medicines Agency, ShareLab, Aleap, Centre for Digital Life Norway