

The Technion
Israel Technological Institute

**UNDERTAKING TO MAINTAIN CONFIDENTIALITY AND AN ABSENCE
OF A CONFLICT OF INTEREST**

PURCHASING ORDER NO. _____

I, the Undersigned, _____, I.D. _____ of the address _____, hereby declare, agree and undertake as follows:

1. I am employed by / act on behalf of / serve as an agent of _____ Ltd. (hereinafter: the “**Supplier**”), who is the supplier in accordance with a contract / purchasing order for the supply of _____ (hereinafter: the “**Contract**”) that was entered into by and between _____ and the Technion.
2. The term “**Confidential Information**” means, inter alia, all the information and knowledge, in writing, orally or otherwise, whether or not marked as confidential, and which are related or pertain in any manner whatsoever to the Technion and/or Technion’s activity, including drawings, graphs and any other technical, technological and/or commercial data retained by the Technion as confidential, including but not limited to information regarding patents, applications for patents or patent continuations, as well as information, documents and knowledge with regard to the Technion and its programs, including but not limited, with regard to the Technion’s property, business, senior staff members and/or students, employees, suppliers, the persons and bodies with whom it is engaged, including sensitive and/or personal information, work methods and processes, prices, costs, calculations, and terms of contractual commitments with customers and suppliers.
3. Notwithstanding the aforesaid, information will not be deemed as confidential information, and the limitations in accordance with this undertaking will not apply to the following:
 - 3.1 Information, which at the time of its disclosure was part of the public domain or became part of the public domain after its disclosure, without any violation or default of the duty of confidentiality, as specified herein.
 - 3.2 Information with respect to which the Supplier will bring evidence that he developed it by himself without a violation of the duty of confidentiality as specified herein.
 - 3.3 Information with respect to which the Supplier will bring evidence that he received such information lawfully from a third party without a violation of the duty of confidentiality, as specified herein, of the Supplier and/or of a third party.
4. **I Hereby Declare and Confirm the Following:**

- 4.1 That the Confidential Information is the exclusive property of the Technion and includes, inter alia, information and sensitive information as such terms are defined in the Protection of Privacy Law, 5741-1981 (hereinafter: “**the Protection of Privacy Law**”) as well as business, professional and commercial secrets, as such terms are defined in the Commercial Torts Law, 5759-1999.
- 4.2 That the delivery and disclosure of the Confidential Information or any part thereof will not grant me an option or any other right of any kind in connection with the Confidential Information, or the use thereof in any manner whatsoever and the Technion will not be obligated in any manner whatsoever to enter into an agreement of any kind whatsoever with the recipient of the information.
- 4.3 That the Confidential Information is highly valuable to the Technion and I am aware of the fact that a fundamental violation of any of the undertakings mentioned herein is likely to cause the Technion serious damage, including damage that is irreparable and/or whose monetary value cannot be estimated.
- 4.4 I am aware that I may be exposed to information and/or sensitive information, which includes personal data or personal information and I undertake to maintain such information absolutely confidential for an unlimited time and not to make any use that is not directly related to the performance of my position within the context of the Contract. I am aware that the Technion is obligated to retain such personal information in accordance with the provisions of the Protection of Privacy Law and/or the regulations by virtue thereof, and I hereby undertake to assist the Technion and/or anyone on the Technion’s behalf and to cooperate fully with any instruction and/or request that I will receive with regard to Confidential Information, including but not limited to the deletion of the information following the completion of the work subject of the Contract.
- 4.5 That all of the Confidential Information delivered within the framework of the Contract is delivered “As Is”, and the Technion does not undertake or represent, whether explicitly or implicitly, with respect to the accuracy, wholeness, possibility of use, correctness, non-infringement of the intellectual property rights or right to privacy or any third-party right of the Confidential Information.

5. **Undertaking to Maintain Confidentiality and Make No Use of Confidential Information**

I hereby undertake as follows:

- 5.1 To maintain in full confidentiality the Confidential Information I will receive from the Technion. Not to enable access to it, not to disclose it and not to transmit it to any person or body, not to copy the Confidential Information or any part of it, and not to allow others or to cause others to duplicate, copy, photocopy or print the Confidential Information in any other manner, whether independently, or by means of my employees or anyone on my behalf, or by means of another body including but not limited to a body under my control or in my possession.

- 5.2 To take all necessary actions to safeguard the Confidential Information and prevent access thereto, except solely for the purpose of the Contract, including the use of security measures to safeguard the Confidential Information at a high degree of care and at least to the degree of care I use to protect my own trade secrets and, in any event, no less than a reasonable and customary degree of care.
- 5.3 Not to make any use of the Confidential Information – whether alone or jointly with others, except with the prior writing permission of the Technion.
- 5.4 To enable access to the Confidential Information only to those employees and/or sub-contractors and/or anyone on my behalf on a “need to know basis” only and to the extent necessary for the purpose of the Contract only, and to ensure that each of them will sign a personal undertaking to maintain confidentiality and make no use of the Confidential Information, in accordance with the provisions of this undertaking, prior to and as a condition to granting such access to the Confidential Information.
- 5.5 Immediately upon the Technion’s first demand, I will destroy or return to the Technion any record (of any kind whatsoever, whether in writing or in print, whether as a digital copy or in any other form), document, product and/or copy thereof, which I received for the purpose of the Contract or that were provided during the course of the Contract.
- 5.6 To inform the Technion forthwith in writing of any instance of the loss of Confidential Information.
- 5.7 My obligations in accordance with this undertaking will remain in effect for an unlimited time.
- 5.8 Notwithstanding the aforesaid, Confidential Information may be disclosed if required to be disclosed by law and/or by a competent authority subject to the following undertakings:
- 5.8.1 I will inform the Technion immediately and in writing of the request for disclosure prior to disclosure;
- 5.8.2 I will cooperate with the Technion if the Technion will choose to object to the request for disclosure;
- 5.8.3 In any event of disclosure, I will disclose Confidential Information only to such extent required by law and/or by a competent authority.
6. **Absence of a Conflict of Interest**
- 6.1 I hereby undertake and declare that the provision of services to the Technion will not create a conflict of interest with regard to the provision of services to other entities.
- 6.2 In addition, I hereby declare and undertake that I and/or anyone on my behalf and/or any of my employees and/or their relatives have any personal interest with the Contract or this undertaking, and that they are not employed and/or do not provide service to any person and/or body in a manner likely to arouse concern of a conflict of interest, and/or they are not connected by another connection with an

entity, as aforesaid, in the field of the Contract, in a manner likely to place such person in a situation of a conflict of interest, nor to affect my services provided to the Technion.

- 6.3 I undertake that in the event there will be concern of a conflict of interest, as aforesaid, during the period of the provision of services, I will immediately inform the Technion.

7. **Miscellaneous**

- 7.1 This undertaking cannot create any partnership of any kind whatsoever between the Parties.
- 7.2 Without derogating from the remedies and reliefs available to the Technion by any law, in the event that I will breach my undertakings or any part thereof, I will be obligated to compensate the Technion with respect to all damages and/or expenses caused directly and/or indirectly as the result of the breach of my undertakings.
- 7.3 Any notice in accordance with this undertaking will be delivered in writing, by personal delivery or by mail, to the addresses indicated herein in this undertaking. A notice will have effect solely on its actual receipt by the party to which it was delivered.
- 7.4 This undertaking shall be governed by Israeli law, and any claim resulting from this undertaking or relating to it will be heard solely by the courts in the city of Haifa.

Date: _____

Name and Signature: _____