

Declaration of Confidentiality

This declaration of confidentiality (“Declaration”) is made by and between Nordic Society of Gynaecological Oncology – Clinical Trial Unit (NSGO-CTU) and third parties authorized by NSGO-CTU (“Discloser”), and the NSGO-CTU Investigator Meeting attendee (“Recipient”). Upon registration to the NSGO-CTU Investigator Meeting, such registration creates a valid and binding obligation of confidentiality as set forth in this Declaration.

Discloser will provide the Recipient with certain proprietary Information (“Information”). For purposes of this Declaration “Information” shall include, but is not limited to, all notes, papers, diagrams, documents, reports, memoranda and all data or information, designated as confidential, provided to the Recipient orally or in writing.

With regard to the aforementioned Information, the Recipient agrees to treat such Information provided by or on behalf of Discloser as confidential. The Recipient undertakes and agrees as follows: (a) to hold the Information in confidence and not disclose or permit it to be made available to any third party, without the Discloser’s prior written consent, (b) to ensure that each employee who has a need to know is fully aware in advance of the Recipient’s obligations under this Agreement and that each such person complies with the terms of this Agreement and (c) upon request of Discloser, to promptly return all information furnished by Discloser, together with all copies thereof in the Recipient’s possession.

The Recipient shall be liable for any breach by any of its Representatives of the restrictions set forth in this Agreement and agrees, at its sole expense, to take reasonable measures to prevent the prohibited or unauthorized disclosure or use of the Confidential Information by its Representatives. Without limitation, the Recipient shall use at least the same effort and degree of care that it uses to protect its own confidential information of a similar nature from unauthorized disclosure but shall not use less than a commercially reasonable degree of care. The Recipient shall notify the Discloser immediately, and cooperate fully at the Discloser’s reasonable request, upon the Recipient’s discovery of any loss or compromise of the Confidential Information of the Disclosing Party.

However, the foregoing shall not apply to any of the information which the Recipient can show: (a) is already lawfully known to the Recipient at the date it was disclosed to it by the Discloser and is or later becomes free of restriction on the disclosure or use in question, or (b) is or becomes generally known to the public, except by reason of any breach by the Recipient of its obligations hereunder, or (c) is disclosed to the Recipient, free of restriction on the disclosure or use in question, by a third party who was entitled to make such unrestricted disclosure, or (d) was independently developed by the Recipient, or (e) is disclosed, retained or maintained by law or to any regulatory or government authority.

This Agreement shall be governed by and shall be construed in accordance with the laws of Denmark without regard to any conflicts of law’s provisions, to the extent that such provisions would result in the application of another country’s law. The Parties consent to the competent courts of Denmark for the resolution of all disputes or controversies between the Parties hereto that the Parties are unable to settle amicably.

Recipient’s obligations of confidentiality and non-use shall continue for a period of five (5) years from the date of last disclosure under this Declaration