

NON DISCLOSURE AGREEMENT

This Agreement is between:

Center for innovative healthcare, Dunajská 25, 811 08, Bratislava, Slovakia, ID: 5357267, represented by Samuel Arbe, CEO

Hereinafter “**Coordinator**”

And

F. D. Roosevelt Teaching Hospital, Nám. L. Svobodu 1, 975 17 Banská Bystrica, IČO 00165549, represented by Miriam Lapuníková, CEO

Hereinafter “**Partner**”

(individually a “Party” and collectively the “Parties”).

PREAMBLE

Project Parties wishes to develop project proposal (hereinafter “Project”) for call Transformation and Innovation Consortia published by Research and Innovation Authority in 12th June 2023.

The strategic goal of the Project is to support the transformation of healthcare sector and its innovation potential, through concentrated cooperation between actors of research and innovation from Slovakia and abroad with the greatest potential positive impact on the economy and society. The goal of this collaboration is to significantly strengthen the research and innovation environment in Slovakia through the support of relevant domestic actors and cooperation with excellent institutions abroad.

The parties involved will have access to confidential information regarding Project. The present agreement aims at settling the modalities of use by the partners of any confidential information received between Project Parties.

The Parties agree as follows:

ARTICLE 1. DEFINITIONS

In this Agreement, the following words shall have the following meanings:

Authorised Recipient	shall have the meaning given in Article 3.
Confidential Information	shall mean: (a) in respect of Information provided in documentary

	<p>form or by way of a model or in other tangible form, Information which at the time of provision is marked or otherwise designated to show expressly that it is imparted in confidence, or ought reasonably to be considered confidential given the nature of the information, or the circumstances of disclosure; and</p> <p>(b) in respect of Information that is imparted orally, any information that the Disclosing Party or its representatives informed the Project Party at the time of disclosure was imparted in confidence; and</p> <p>(c) in respect of Information imparted orally, any note or record of the disclosure and any evaluation materials prepared by the Project Party that incorporate any Information; and</p> <p>(d) any copy of any of the foregoing.</p> <p>The Confidential Information belongs to the Owner. The Party is entitled to provide the other Project Parties with Confidential Information in the framework of this Agreement.</p>
Disclosing Party	shall mean the Party to this Agreement that discloses Information, directly or indirectly to the Project Party under or in anticipation of this Agreement.
Effective Date	shall mean the signature date of this Agreement by the last Party to sign
Information	shall mean information (whether of a technical, commercial or any other nature whatsoever) and including without limitation any intellectual property owned or used by Disclosing Party (including but not limited to: patents, know-how, copyright, discoveries, inventions, database rights, design rights, and all rights of a similar or corresponding nature) disclosed under this Agreement; provided directly or indirectly by the Disclosing Party to the Project Party in oral or documentary form or by way of models, biological or chemical materials or other tangible form or by demonstrations, on or after the date of this Agreement.
Project Party	shall mean the Party to this Agreement that receives Information, directly or indirectly from the Disclosing Party
Permitted Purpose	shall mean the performance of the Project, including the fulfilment of any formalities regulating the performance of the Project.
Owner	Means the Party or the third party who owns the Confidential Information.

ARTICLE 2. CONFIDENTIALITY OBLIGATIONS

In consideration of the Disclosing Party providing Confidential Information, at its discretion, to the Project Party, the Project Party shall:

- keep the Confidential Information secret and confidential;
- neither disclose nor permit the disclosure of any Confidential Information to any person, except for disclosure to Authorised Recipient in accordance with this

Agreement, for the Permitted Purpose in accordance with this Agreement; not use the Confidential Information for any purpose, whether commercial or non-commercial, other than for the Permitted Purpose;

- not seek to obtain any protection of the intellectual property contained in the Confidential Information of the Disclosing Party;
- make only such limited number of copies of the Confidential Information as are required for the Permitted Purpose, and provide those copies only to Authorised Recipient;
- give notice to the Disclosing Party of any unauthorised misuse, disclosure, theft or loss of the Confidential Information immediately upon becoming aware of the same.

If the party participate in another Transformation Innovation Consortium the party shall:

- disclosure facts about participation to the Coordinator;
- make sure that any Confidential Information will not be disclosed or utilized by other competing Transformation Innovation Consortium.

ARTICLE 3. DISCLOSURE TO AUTHORIZED RECIPIENTS

The Project Party may disclose the Confidential Information to the Authorised Recipient.

An Authorised Recipient is a natural person, a legal body or a competent authority, identified by the Project Party, who:

- reasonably need to receive the Confidential Information to enable the Project Party to achieve the Permitted Purpose;
- have been informed by the Project Party (a) of the confidential nature of the Confidential Information, and (b) that the Disclosing Party provided the Confidential Information to the Project Party subject to the provisions of a written confidentiality agreement;
- have written confidentiality obligations to the Project Party or are subject to legal confidential obligations on account of their status as a civil servant that (a) are no less onerous than the provisions of this Agreement, and (b) apply to the Confidential Information, and who have been instructed to treat the Confidential Information as confidential.

The Project Party shall be responsible for taking reasonable action to ensure that its Authorised Recipient comply with the Project Party's obligations under this Agreement and shall be liable to the Disclosing Party for any breach of this Agreement by such Authorised Recipient.

The Authorized Recipients approved at the Effective Date by the Disclosing Party are appended (Appendix 1). Any modification of this Appendix 1 by the Project Party has to be notified for approval to the Disclosing Party. Such approval shall be given within a maximum period of seven (7) calendar days after notification of the modification. Beyond this time limit and without any response from the Disclosing Party, the modification of the Appendix shall be deemed approved by the Disclosing Party.

ARTICLE 4. DISCLOSURE TO COURT

Notwithstanding the Article 2, to the extent that the Project Party is required to disclose Confidential Information by order of a court or other public body that has jurisdiction over the

Project Party, it may do so. Before making such a disclosure the Project Party shall, if the circumstances permit:

- inform the Disclosing Party of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); The Disclosing Party shall inform the Owner of the proposed disclosure,
- ask the court or other public body to treat the Confidential Information as confidential; and
- permit the Disclosing Party or the Owner to make representations to the court or other public body in respect of the disclosure and/or confidential treatment of the Confidential Information.

ARTICLE 5. EXCEPTIONS TO CONFIDENTIALITY OBLIGATIONS

The Project Party's obligations under clause 2 shall not apply to Confidential Information that:

- the Project Party possessed before the Disclosing Party disclosed it to the Project Party; or
- is or becomes publicly known, other than as a result of breach of the terms of this Agreement by the Project Party or by anyone to whom the Project Party disclosed it; or
- the Project Party obtains from a third-party, and the third-party was not under any obligation of confidentiality to the Disclosing Party with respect to the Confidential Information; or
- it can show (as demonstrated by its written records or other reasonable evidence) has been independently developed by any of the Project Party's employees or Authorised Persons who have not had any direct or indirect access to, or use or knowledge of, the Confidential Information.

ARTICLE 6. RETURN OF INFORMATION AND SURVIVING OBLIGATIONS

Subject to the contrary, the Project Party shall (a) at the Disclosing Party's request (including the Owner request), and (b) upon any termination of this Agreement:

- either return to the Disclosing Party or destroy (at the Disclosing Party's option) all documents and other materials that contain any of the Confidential Information, including all copies made by the Project Party representatives;
- permanently delete all electronic copies of Confidential Information from the Project Party's computer systems; and

As an exception to these obligations, the Project Party may retain one copy of the Confidential Information, in paper form, in the Project Party's legal files for the purpose of ensuring compliance with the Project Party's obligations under this Agreement.

ARTICLE 7. DURATION

This Agreement will take effect as of the Effective Date and will remain in full force for a period of 24 months from the Effective Date.

Either Party may terminate this Agreement by giving thirty (30) days' written notice to the other Party. The Project Party's obligations under this Agreement shall otherwise continue in

force, in respect of Confidential Information, for a period of [5] years from the Effective Date of this Agreement.

ARTICLE 8. GENERAL

The Project Party acknowledges and agrees not to claim property or ownership, on the Confidential Information disclosed to it by the Disclosing Party.

This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:

- to grant the Project Party any licence or rights other than as may be expressly stated in this Agreement;
- to require the Disclosing Party to disclose, continue disclosing or update any Confidential Information;
- to require the Disclosing Party to negotiate or continue negotiating with the Project Party with respect to any further agreement, and either party may withdraw from such negotiations at any time without liability; nor
- as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any information provided under this Agreement.

ARTICLE 9. BREACH

It is understood and agreed that notwithstanding any other provision of this Agreement, a breach by the Project Party of any of the provisions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages might be inadequate, and that the Disclosing Party will be entitled to seek an injunction to protect its rights under this Agreement in addition to any and all remedies available at law.

ARTICLE 10. NOTICE

Notices under this Agreement must be in writing and may be delivered by hand, pre-paid registered post, or electronic mail to the address of the Parties set out hereunder (or to such other address as that Party may have notified to the other under the provisions of this clause). Notices delivered by hand shall be deemed delivered upon receipt, while notices delivered by post until and unless the contrary is proven, shall be deemed delivered 72 hours after posting, and notices delivered by email until and unless the contrary is proven, shall be deemed delivered 24 hours after transmission.

Coordinator:

Samuel Arbe,
Michal Ivantyšin
Jana Lukáčová

Partner:

Miriám Lapuníková,
Juraj Studeník,
Viktória Ďurajová,
Klaudia Mesíková,
Ľubomír Skladaný,

ARTICLE 11. MISCELLANEOUS

Except as permitted by this Agreement, no amendments, changes or modifications to this Agreement will be valid unless the same are in writing and signed by a duly authorized representative of each of the Parties.

Each of the provisions of this Agreement is separate and severable and enforceable accordingly. If at any time any of the provisions is held to be void or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. If any provision is held to be void or unenforceable, the Parties agree to substitute any such provision with a valid enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

This Agreement represents the entire agreement of the Parties with respect to its subject matter and it supersedes all prior representations, agreements, arrangements and undertakings with respect thereto whether written or oral.

This Agreement shall be governed by and construed in accordance with laws of Slovak Republic.

The Agreement is executed in 2 counterparts, one counterpart for each of the Parties.

Any dispute, controversy, difference or claim of a legal nature which may arise between the Parties, out of or in relation to or in connection with this Agreement (including, but not limited to, arising out of or relating to the validity, construction, interpretation, enforceability, breach, performance, application or termination of this Agreement) that is not resolved after four (4)-months from its beginning through negotiations or other amicable, non-binding means of the Parties' choice including conciliation, shall be settled by the competent court of Slovak Republic.

Coordinator	Partner
Name: Samuel Arbe	Name: Miriam Lapuníková
Title: CEO	Title: CEO
Date:	Date:
Signature:	Signature:

Appendix 1 - Authorised Recipient

Zoznam kontaktov