Date: ______________

To:
Tel Aviv University (the “University”)

Dear Sir/Madam,

Re: Confidentiality Undertaking

I, the undersigned, hereby undertake to the University as follows:

1. As part of my participation in the research on “______________________” (hereinafter: the “Research”) or as part of the provision of services to the University relating to the Research as a subcontractor, I will receive and/or be exposed to confidential information, as defined below.

2. “Confidential Information” means any information, written or verbal, relating to the Research and/or the University, including information collected in the framework of the Research, information on participants in the Research (including any identifying particular), data, concepts, documents, drafts, processes, charts and plans. For the avoidance of doubt, and without derogating from the generality of the foregoing, it is hereby agreed that the Confidential Information also includes the products of the Research and/or the products of my work in the Research and/or the products of services I will provide the University relating to the Research, but excluding information which I am able to prove that:

   2.1 It was in my possession prior to the date on which it was passed on to me by the University or it was passed on to me by a third party authorized to pass it on;

   2.2 It was in the public domain not in consequence of a breach of my undertaking.

3. I am aware that the Confidential Information is fully owned by the University. Furthermore, I am aware that information concerning the participants of the Research is highly sensitive Confidential Information. I undertake to keep in absolute confidentiality and not to disclose to any person and/or entity whatsoever, the Confidential Information, as defined above, coming into my possession or to my attention directly or indirectly in the course of or in relation to the Research.
4. I undertake that I will only use the Confidential Information for the purposes of the object stipulated in section 1 above and that I will not make any use of all or part of the Confidential Information for my own or other purposes, directly or indirectly, and I will also not make copies of the Confidential Information in any manner or form whatsoever unless I have obtained the University’s prior written approval.

5. I undertake to take all appropriate precautionary measures to protect the Confidential Information, and in any event, to take a reasonable standard of care not falling below the standard of care required under the provisions of any law.

6. Upon completion of the Research or the termination of my agreement with the University, or immediately upon your first demand (according to the earlier of the dates), I will immediately return to the University all the Confidential Information provided to me or in my possession or under my control and I will immediately destroy all copies made of the Confidential Information and any comments, memorandums and other documents and/or computer files and/or records prepared by me, to the extent they contain any Confidential Information.

7. My undertaking under this letter will remain in effect for an unlimited period of time.

8. My undertaking and any matters relating to and deriving from it will be subject to the laws of the State of Israel and any dispute arising in relation to the implementation or consequences of my undertaking will be heard exclusively by the competent courts of Tel Aviv, whose exclusive jurisdiction I accept.

9. My undertaking is not subject to change and/or cancelation except with your prior written consent.

In witness whereof I hereby affix my signature: _______________
Letter of undertaking/confidentiality/frame [212271]
Research participants not University employees or subcontractors
June 3, 2016