



CONFIDENTIALITY UNDERTAKING

I undertake to the **Institute of Geological and Nuclear Sciences Limited** (“GNS Science”) and agree with GNS Science as follows:

1. **No Disclosure of Confidential Information** - Except as provided under paragraph 3, the Recipient shall not disclose or permit to be disclosed to any third party any Confidential Information without the prior written consent of GNS Science.
2. **Use of Confidential Information** - The Recipient shall not use any Confidential Information for any purpose other than that for which the information was provided which is to provide support to GNS Science with respect to non-commercial testing of the SQuADS tool.
3. **Disclosure to Employees & Agents** - The Recipient may disclose Confidential Information on a strictly “need to know” basis to employees and/or agents of the Recipient. When such disclosure to employees and/or agents of the Recipient is necessary the Recipient shall ensure that such employees and/or agents are subject to equivalent duties of confidentiality and non-use as those set out in this Undertaking.
4. **Security of Confidential Information** - The Recipient shall take all reasonable care to ensure that all material in the Recipient’s possession that contains or incorporates Confidential Information is kept secure and that it is not copied except to the extent reasonably necessary to give effect to the purpose for which the Confidential Information was provided.
5. **Return of Confidential Information** - The Recipient shall on being asked to do so by GNS Science return, destroy or otherwise deal with all written material or other storage media containing, incorporating or arising out of the Confidential Information in accordance with GNS Science’s instructions.
6. **No rights in Confidential Information** - No license or other right in or respecting the Confidential Information is granted to the Recipient, by implication or otherwise.
7. **Term of Undertaking** - The Recipient’s obligations in this Undertaking shall continue until GNS Science gives the Recipient written notice that the Recipient’s obligations under this Undertaking shall cease.

Description of Confidential Information

In this Undertaking the term “**Confidential Information**” means all information relating to GNS Science’s business including, but not limited to, data, know-how, trade secrets, forecasts, information as to systems or processes, marketing information, personal information relating to GNS Science’s staff, and customer information whether technical or not, which is disclosed to the Recipient by GNS Science or generated by the Recipient in the course of his or her duties for GNS Science, but does not include any information that:

- (a) is publicly known or subsequently becomes publicly known after the date of this Undertaking other than through a breach or non-performance by the Recipient (or any persons referred to in paragraph 3) of any of the Recipient’s obligations under this agreement; or
 - (b) is lawfully received by the Recipient from a third person who owes no obligation of confidentiality to GNS Science and has the right to disclose the information; or
 - (c) at the date of disclosure to the Recipient is known by the Recipient and this knowledge can be demonstrated by written record.
9. **Disclaimer** – GNS Science and its funders give no warranties of any kind concerning the SQuADS tool and the risk evaluations therein, including accuracy, completeness, timeliness or fitness for purpose and accepts no responsibility for any actions taken based on, or reliance placed on the evaluations and the outcomes. GNS and its funders exclude to the full extent permitted by law liability for any loss, damage or expense, direct or indirect, and however caused, whether through negligence or otherwise, resulting from any person’s or organisation’s use of, or reliance on, the SQuADS tool.