

## Annex C

### **CONFIDENTIALITY UNDERTAKING**

*Should be sent with the invitation or appointment letter*

1. The World Health Organization (WHO), acting through its Department of \_\_\_\_\_, has access to certain information relating to \_\_\_\_\_, which information WHO considers to be proprietary to itself or to parties collaborating with it (hereinafter referred to as "the Information").
2. The Undersigned, as a member of the \_\_\_\_\_ advisory meeting, group or committee (collectively referred to as the "the Advisory Process"), may have access to the Information in the course of his/her participation in the Advisory Process (whether at or in relation to Advisory Process meetings, internet-based collaborative workspaces, telephone conferences or otherwise).
3. WHO is willing to provide the Undersigned the Information, or arrange for the provision of the Information to the Undersigned, for the purpose of performing his/her responsibilities in connection with the activities of the Advisory Process ("the Purpose"), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
4. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in this Undertaking, except that the Undersigned shall not be bound by any such obligations if and to the extent he/she is clearly able to demonstrate that the Information:
  - a) was known to him/her prior to any disclosure by or for WHO to the Undersigned; or
  - b) was in the public domain at the time of disclosure by or for WHO to the Undersigned; or
  - c) becomes part of the public domain through no fault of the Undersigned; or
  - d) becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality.
5. The Undersigned also undertakes not to communicate the deliberations and decisions of the Advisory Process to third parties except as agreed by WHO.
6. If requested to do so, the Undersigned agrees to return to WHO any and all copies of the Information.

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7. The obligations of the Undersigned shall survive the termination of his/her membership in the Advisory Process.
8. Any dispute relating to the interpretation or application of this Undertaking shall, unless amicably settled, be subject to a conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the UNCITRAL rules of arbitration. The parties shall accept the arbitral award as final.

Date: \_\_\_\_\_ Name: \_\_\_\_\_