



CONFIDENTIALITY UNDERTAKING

1. The World Health Organization (WHO), through its Department of, has access to certain Information relating to, which it considers to be proprietary to itself or to parties collaborating with it (hereinafter referred to as “the Information”).
2. WHO is willing to provide the Information to the Undersigned, or arrange for the provision of the Information to the Undersigned, whether during or in relation to a meeting or a telephone conference, or through an internet-based collaborative workspace, or for a contractual arrangement, or otherwise (hereinafter referred to as “the Activities”), for the purpose of (hereinafter referred to as “the Purpose”), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose 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.
3. 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 paragraph 2, except that the Undersigned shall not be bound by any such obligations of confidentiality and restrictions on use, 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.
4. If requested to do so, the Undersigned agrees to return to WHO any and all copies of the Information.
5. The obligations of the Undersigned shall not cease on termination of the Activities.
6. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to 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 rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

Name:

Signature:

Date: