

## Attachment 3 – Confidentiality Undertaking



**Confidentiality and Conflict of Interest Undertaking by Participants to WHO in the WHO NRA Strengthening Programme, including capacity building activities for staff of National Regulatory Authorities (NRAs) <sup>1</sup> in developing countries**

*In the course of discharging your functions as a participant to WHO in the WHO NRA Strengthening Programme, including training and other capacity building activities organized by WHO for staff of National Regulatory Authorities (NRAs) <sup>1</sup> in developing countries, you will gain access to certain information, which is proprietary to WHO or entities collaborating with WHO (such as for example NRAs in developing countries), as well as proprietary information of third parties (such as for example the manufacturers whose products have been submitted for regulatory approval to the aforesaid NRAs in developing countries). You undertake to treat such information (hereinafter referred to as "the Information") as confidential and proprietary to WHO, the aforesaid parties collaborating with WHO or the aforesaid third parties, as the case may be. In this connection you agree:*

- (a) not to use the Information for any other purpose than discharging your functions as a participant to WHO in the above mentioned WHO NRA Strengthening Programme, including training and other capacity building activities; and*
- (b) not to disclose or provide the Information to any person who is not bound by similar obligations of confidentiality and non-use as contained herein.*

*However, you will not be bound by any obligations of confidentiality and non-use to the extent that you are clearly able to demonstrate that any part of the Information:*

- (i) was known to you prior to any disclosure by or on behalf of WHO, the aforesaid parties collaborating with WHO or the aforesaid third parties, as the case may be; or*
- (ii) was in the public domain at the time of disclosure by or on behalf of WHO, the aforesaid parties collaborating with WHO or the aforesaid third parties, as the case may be; or*
- (iii) becomes part of the public domain through no fault of your own; or*
- (iv) becomes available to you from a third party not in breach of any legal obligations of confidentiality.*

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<sup>1</sup> The term "National Regulatory Authorities (NRAs)" as used in this Undertaking includes National Control Laboratories, Pharmacovigilance Centres, National Immunization Programmes, and National Ethics Committees.

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*You also undertake not to communicate any deliberations and findings in the course of the above mentioned WHO NRA Strengthening Programme, including training and other capacity building activities, as well as any resulting recommendations to, and/or decisions of, WHO to any other party than WHO, except as explicitly agreed by WHO.*

*The obligations of confidentiality and non-use contained herein will not cease on termination of your responsibilities as a participant to WHO.*

*You will discharge your responsibilities in the above mentioned training and other capacity building activities exclusively in your capacity as a participant to WHO. In this connection, you confirm that the information disclosed by you in the Declaration of Interest is correct and that no situation of real, potential or apparent conflict of interest is known to you, including that you have no financial or other interest in, and/or other relationship with, a party, which:*

- (i) may have a vested commercial interest in obtaining access to any part of the Information referred to above; and/or*
- (ii) may have a vested interest in the outcome of the evaluation of any product(s) by the NRAs in developing countries which participate in the above mentioned training and other capacity building activities.*

*You undertake to promptly advise WHO of any change in the above circumstances, including if an issue arises during the course of your activities as a participant to WHO.*

*Any dispute relating to the interpretation or execution of this Undertaking 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.*

I hereby accept and agree with the conditions and provisions contained in this document.

Signed \_\_\_\_\_

Name (typewritten) \_\_\_\_\_

Place \_\_\_\_\_ Date \_\_\_\_\_