

DRAFT
CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement, effective as from the last date of signature, is between

.....
....., of the one part,

and

the **WORLD HEALTH ORGANIZATION** (“**WHO**”), 20 avenue Appia, 1211 Geneva
27, Switzerland, of the other part.

WHEREAS, representatives of and WHO intend to hold discussions,
during which may disclose to WHO certain information and data relating
to.....
....., which
information and dataconsiders to be confidential and proprietary to it;

WHEREAS during the abovementioned discussions, WHO on its part may also disclose
to.....certain information and data relating to.....
.....,which WHO considers to be confidential
and proprietary to WHO or parties collaborating with WHO;

WHEREAS’s and WHO’s aforesaid confidential information and data are
hereinafter collectively referred to as “the **Information**”.

WHEREAS and **WHO** are willing to disclose the Information to each other for the purpose (“the **Purpose**”).

NOW IT IS HEREBY AGREED as follows:

1. The Parties hereto agree that the abovementioned discussions and any disclosure of the Information by one Party to the other will take place subject to the following terms and conditions.
2. Any Information disclosed under this Confidential Disclosure Agreement, which is supplied in written or other tangible form, shall be marked as being confidential. Any Information which is disclosed in oral form shall be stated to be confidential, and shall be confirmed in written summary form within thirty (30) days from the date of oral disclosure by the Disclosing Party (as hereinafter defined).
3. In accepting the Information, each Party shall – subject to the provisions of paragraph 2 above – abide by the following:
 - (a). The Information disclosed by one Party (“**the Disclosing Party**”) shall be regarded by the Party receiving such Information (“**the Receiving Party**”) as confidential and proprietary to the Disclosing Party. The Receiving Party shall use such information only for the Purpose and shall make no other use thereof unless and until a further agreement is executed with the Disclosing Party permitting such other use thereof.
 - (b). Nothing in this Agreement shall prevent the Disclosing Party from disclosing its own information to any third party.
 - (c). Nothing in this Agreement shall be construed as a grant to the Receiving Party of any rights to the Information.

- (d). The Receiving Party undertakes to maintain the Information received from the Disclosing Party in confidence. For a period of [ten][five] years from the date of disclosure, the Receiving Party shall take all reasonable measures to ensure that the Information shall not be used for any purpose other than the Purpose, and shall not be disclosed to any person who does not have a need to know for the Purpose and is not bound by similar obligations of confidentiality and restrictions on use as contained in this Agreement.
- (e). The obligations of confidentiality and restrictions on use referred to above shall not apply to any part of the Information which the Receiving Party is clearly able to demonstrate:
 - (a). was lawfully in its possession and known to it prior to disclosure by the Disclosing Party (as evidenced by written records or other competent proof); or
 - (b). was in the public domain or the subject of public knowledge at the time of disclosure by the Disclosing Party; or
 - (c). becomes part of the public domain or the subject of public knowledge through no fault of the Receiving Party; or
 - (d). becomes available to the Receiving Party from a third party not in breach of a legal obligation of confidentiality; or
 - (e). was subsequently and independently developed by or on behalf of the Receiving Party without access to the Information of the Disclosing Party.
- (f). In addition, the Receiving Party shall be permitted to disclose Information received hereunder as may be strictly required to be disclosed by law, provided that the Receiving Party shall in such case immediately notify the Disclosing Party in writing of such obligation and shall provide adequate

opportunity to the Disclosing Party to object to, or restrict, such disclosure or request confidential treatment thereof.

- (g). The Receiving Party shall restrict access to the Information received hereunder strictly to those persons who have a need to know for the Purpose.
4. This Agreement shall not be construed as (i) conveying rights under any patents or other intellectual property which either Party may have or may hereafter obtain; or as (ii) placing either Party under any obligation to enter into any subsequent agreements.
 5. Upon completion of the aforesaid Purpose, each Party shall (unless otherwise agreed by the Parties in writing) cease all use and make no further use of the Information disclosed to it hereunder. Upon written request from the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party or destroy all of the Information received, except that each Party may retain one copy of the Information in its files to determine any continuing obligations hereunder.
 6. Any notice to be given under this Agreement shall be deemed to be sufficiently given for all purposes if successfully transmitted by facsimile and confirmed by mail, or if sent by registered mail or recorded delivery post (postage prepaid) addressed to the Party to be notified at its address shown at the beginning of this Agreement.
 7. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and shall not be modified except by mutual agreement in writing.
 8. 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 absence of

agreement, with the rules of arbitration of the International Chamber of Commerce.

The Parties shall accept the arbitral award as final.

Made in two (2) original copies,

For and on behalf of

.....

For and on behalf of

the **World Health Organization**

Name:

Title:

Date:

Name:

Title:

Date: