

Annex 1
to
Letter of Agreement Regarding Collaboration on Unregistered Products for Ebola
Virus Disease

CONFIDENTIALITY AGREEMENT

between

..... (hereinafter referred to as “the Manufacturer”)

and

the World Health Organization, 20 avenue Appia, 1211 Geneva 27, Switzerland (hereinafter referred to as “WHO”)

1. The Manufacturer has developed and may hereafter develop certain preclinical and clinical information relating to (“the Product”), as described in paragraph II.1 of the letter of agreement between the Manufacturer and WHO of[date].
2. The Manufacturer is willing to release the above mentioned information (hereinafter referred to as “the Information”) to WHO, for the purpose of enabling WHO to assess such Information and facilitate expert consensus on ethical protocols for the clinical testing and use of the Product for the treatment or prevention of Ebola Virus Disease (hereinafter referred to as "the Purpose"), provided that WHO undertakes to release the Information 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 Agreement.
3. WHO undertakes to regard the Information as the Manufacturer’s proprietary information and agrees to take all reasonable measures to ensure that the Information is not used or disclosed, in whole or in part, other than as provided in paragraph 2, for a period of 5 (five) years from the date of disclosure to WHO, except that WHO shall not be bound by any such obligations if it is clearly able to demonstrate that the Information:
 - (a) was known to it prior to any disclosure by the Manufacturer to WHO; or
 - (b) was in the public domain at the time of disclosure by the Manufacturer; or
 - (c) becomes part of the public domain through no fault of WHO; or

(d) becomes available to WHO from a third party not in breach of any legal obligations of confidentiality to the Manufacturer.

4. The disclosure of confidential information hereunder shall not in itself be construed as conveying rights under any patents or other intellectual property which either party may have or may hereafter obtain.
5. The parties agree that if and to the extent that the public disclosure of any of the Information is required to enable clinical use of the Product for Ebola Virus Disease, WHO shall seek the Manufacturer's prior written consent for such disclosure, which consent shall not be unreasonably withheld.
6. Any dispute relating to the interpretation or application of this Agreement shall, unless amicable 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.
7. Nothing contained in or relating to this Agreement shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by WHO under national or international law and/or as submitting WHO to any national court jurisdiction.

On behalf of the Manufacturer:

On behalf of the World Health Organization:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date:

Date: