International Agency for Research on Cancer

World Health Organization

CONFIDENTIALITY UNDERTAKING

1. The International Agency for Research on Cancer (IARC), World Health Organization (WHO), acting through its Section of IARC Monographs, has access to certain information and documentation relating to **Update to the Preamble to the IARC Monographs**, information and documentation (in whatever format) which IARC/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 following advisory meeting, group or committee: **Update to the Preamble to the IARC Monographs** (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. IARC/WHO is willing to provide the Undersigned the Information, or arrange for the provision of the Information to the Undersigned, for the exclusive 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 IARC/WHO or parties collaborating with IARC/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 IARC/WHO to the Undersigned; or
    b) was in the public domain at the time of disclosure by or for IARC/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. If requested to do so, the Undersigned agrees to return to IARC/WHO any and all copies of the Information.

6. The Undersigned also undertakes to exercise the utmost discretion in all matters relating to the Advisory Process and not to communicate the deliberations and decisions of the Advisory Process to third parties except as agreed by IARC/WHO.

7. The Undersigned shall respect the impartiality and independence required of IARC/WHO. In this regard, the Undersigned shall not seek or accept instructions in relation to his/her work within the Advisory Process from any Government or from any authority external to IARC/WHO.

8. The Undersigned agrees that any and all rights in the work performed by him/her in connection with, or as a result of, his/her participation in the Advisory Process shall be exclusively vested in IARC/WHO; the Undersigned hereby irrevocably and unconditionally assigns all such rights to IARC/WHO and waives any moral rights attached to such work. IARC/WHO reserves the right (a) to revise such work, (b) to use it in a different manner from that originally envisaged, or (c) not to use or publish it at all.

9. The obligations of the Undersigned shall survive the termination of his/her membership in the Advisory Process.

10. 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.

Name: _____ Signature: _____ Date: _____