

# IARC/WHO TEMPORARY ADVISERS AGREEMENT

## Terms and Conditions

I, the undersigned, in accepting to act as a Temporary Adviser to the International Agency for Research on Cancer (IARC), World Health Organization (WHO), agree<sup>1</sup> to the following:

### 1. CONFLICT OF INTERESTS

I ensure that the information I have disclosed in the Declaration of Interests for IARC/WHO Experts is correct. I undertake to promptly inform IARC/WHO of any change in this Declaration which may give rise to a real, potential or apparent conflict of interest in relation to my work as Temporary Adviser, including if an issue arises during the course of my work as Temporary Adviser. I understand and agree that this Agreement may be cancelled by IARC/WHO if IARC/WHO determines that the information disclosed by me in the Declaration of Interests requires modification or cancellation of the invitation extended to me to serve as Temporary Adviser to IARC/WHO.

### 2. CONFIDENTIALITY UNDERTAKING

I undertake to exercise the utmost discretion in all matters relating to my assignment as Temporary Adviser to IARC/WHO and not to communicate the deliberations and decisions of the Advisory Process (i.e. advisory meeting, group or committee) to third parties except as agreed by IARC/WHO. In this regard, I shall treat all information and documentation (in whatever format) to which I may gain access in connection with, or as a result of, my assignment as Temporary Adviser to IARC/WHO, as confidential and proprietary to IARC/WHO and/or parties collaborating with IARC/WHO, and agree to take all reasonable measures to ensure that such information and documentation (hereinafter jointly referred to as "Information"):

- i) is not used, disclosed or copied, in whole or in part for any purpose other than the exclusive performance of my work as Temporary Adviser to IARC/WHO; and
- ii) is disclosed only to persons who have a need to know for the aforesaid purpose and are bound by like obligations of confidentiality and non-use as contained in this Agreement.

This undertaking shall survive the termination of my work as Temporary Adviser. However, there shall be no obligation of confidentiality if and to the extent I am clearly able to demonstrate that: (i) the information was in the public domain at the time of disclosure by or for IARC/WHO to myself, or it becomes part of the public domain through no fault of my own; or (ii) the information was known to me prior to any disclosure by or for IARC/WHO to myself; or (iii) the information becomes available to myself from a third party not in breach of any legal obligations of confidentiality.

If requested to do so, I agree to return any and all copies of the aforesaid information and documentation to IARC/WHO.

### 3. INDEPENDENCE

I agree to respect the impartiality and independence required of IARC/WHO. In this regard, I shall not seek or accept instructions regarding the work performed by me as Temporary Adviser to IARC/WHO from any Government or from any authority external to IARC/WHO.

I shall serve in my individual capacity as scientist and not as representative of my government or any organization with which I am affiliated. It is understood that the execution of this work does not create any employer-employee relationship between myself and the World Health Organization, of which IARC is a part.

### 4. RIGHTS

I agree that any and all rights in the work performed by me in connection with, or as a result of, my assignment as Temporary Adviser to IARC/WHO shall be exclusively vested in IARC/WHO. I hereby irrevocably and unconditionally assign all such rights to IARC/WHO and waive any moral rights attached to such work.

I understand and agree that 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.

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<sup>1</sup> SETTLEMENT OF DISPUTES: Any dispute relating to the interpretation or application of this Agreement 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 rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final. PRIVILEGES AND IMMUNITIES OF IARC/WHO: Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of IARC/WHO, whether under the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947, or otherwise, and no provision of this Agreement shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

5. RELATIONSHIP BETWEEN THE PARTIES

The execution of the work as Temporary Adviser does not create any employer/employee relationship as between IARC/WHO, on the one hand, and me and/or persons claiming under me, on the other hand. Thus, IARC/WHO shall not be liable to me or any other person whatsoever for any damage, loss, accident, injury, illness and/or death sustained by me in connection with, or as a result of, my assignment as Temporary Adviser to IARC/WHO, including travel.

6. TRAVEL COSTS, PER DIEM AND INCIDENTALS

I understand that my travel, per diem and incidentals will be paid by IARC/WHO, in accordance with IARC/WHO rules and as specified in the invitation letter.

7. INSURANCE

I understand that insurance arrangements are provided in accordance with IARC/WHO rules which are available upon request.

8. SMOKING POLICY

I understand and agree that smoking is not permitted in IARC/WHO premises or in any designated meeting areas outside IARC/WHO premises.

*By signing this Agreement, I confirm that I accept my assignment as Temporary Adviser, in accordance with and subject to the terms and conditions contained in the invitation letter and in this Agreement.*

Name:	_____
Signature:	_____ Date: _____
Place:	_____

<b>Received by IARC/WHO:</b>	
Signature:	_____ Date: _____
Name and title of Responsible Officer	