



CONFIDENTIALITY UNDERTAKING

Special Categories of Participants

1. The International Agency for Research on Cancer (IARC), World Health Organization (WHO), acting through its Evidence Synthesis and Classification Branch/*IARC Monographs* Programme, has access to certain information and documentation relating to *IARC Monographs* Volume 139: Hepatitis D virus, human cytomegalovirus, and Merkel cell polyomavirus, information and documentation (in whatever format) that IARC/WHO considers to be proprietary to itself or to parties collaborating with it (hereinafter referred to as "the Information").
2. The Undersigned, as participant in the following Advisory or Working Group meeting: *IARC Monographs on the Identification of Carcinogenic Hazards to Humans* Volume 139: Hepatitis D virus, human cytomegalovirus, and Merkel cell polyomavirus (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 during or in relation to a meeting or a telephone conference, or through an internet-based collaborative workspace, or through a contractual arrangement, or otherwise).
3. 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 of confidentiality and restrictions on use, 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.
4. 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.
5. If requested to do so, the Undersigned agrees to return to IARC/WHO any and all copies of the Information.
6. The obligations of the Undersigned shall survive the termination of his/her participation in the Advisory Process.
7. Any dispute relating to the interpretation or application 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.

Name: _____

Signature: _____

Date: _____