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| Medical Technologies Evaluation Programme **Stakeholder registration & Confidentiality Acknowledgment and Undertaking form**    The National Institute for Health and Care Excellence (NICE) wants to involve individuals and organisations in the development of guidance on medical technologies.  NICE takes the privacy of our stakeholder data seriously and will only use the information you provide us with to contact you with updates on guidance in development. We ask for your organisation name if you are registering on behalf of your employer, rather than as an individual with an interest in the technology. If you register on behalf of an organisation, that organisation’s name will be published on our stakeholder list on the NICE website. NICE will also use your details to contact you when published guidance is under review.  For more information about how we process your data please see our [privacy notice](https://www.nice.org.uk/privacy-notice).  To become a stakeholder for a particular technology evaluation please complete the form below: | |
| ***Title*** |  |
| ***Name:*** |  |
| ***Email:*** |  |
| ***Job Title (if applicable):*** |  |
| ***Organisation Name (If applicable):*** |  |
| **Links with, or funding from the tobacco industry**  All organisations that engage with NICE’s processes for guidance development are asked to declare any direct or indirect links with, or funding from the tobacco industry. These declarations are published on the NICE website.  Do you or your organisation have any links with or funding from the tobacco industry?  **YES  NO**    If you have answered **YES** to the above statement, please provide further information on your links with the tobacco industry below: | |
| **The stakeholder is (please tick one):**    The manufacturer of the technology or a sponsor or manufacturer of related technologies  A national organisation that represents the healthcare professionals who operate, refer to, or use the results of, the medical technologies described in the guidance  A national patient or carer organisation that directly or indirectly represents the interests of people whose care may be impacted by the guidance  A provider of NHS services in England  A commissioner of NHS services in England  A statutory organisation  A research organisation that has done nationally recognised research in the area  Other (please specify): | |

*Please indicate which guidance in development you are registering an interest in (a full list can be found* [*here*](https://www.nice.org.uk/guidance/indevelopment?ndt=Guidance&ngt=Medical%20technologies%20guidance)*)*

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**I would like to register to receive emails updates from NICE regarding guidance in development provided above, along with any subsequent reviews and updates.**

**I can confirm I have read NICE’s** [**privacy notice**](https://www.nice.org.uk/privacy-notice)**.**

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| *Signature:* | *Date:* |

Return this form to the medical technologies evaluation programme at NICE by email at [medtech@nice.org.uk](mailto:medtech@nice.org.uk)

You can opt out of receiving these updates at any time. Please contact [medtech@nice.org.uk](mailto:medtech@nice.org.uk) if you no longer wish receive these emails.

# Confidentiality Acknowledgment and Undertaking

1. I/We, [insert name of organisation or individual] (“I”, "**We**", "**Our**", "**Us**" orthe "**Organisation**"), acknowledge that I / We may receive Confidential Information in relation to my/our participation in NICE’s evaluation process

"**Confidential Information**" means all confidential information (however recorded or preserved) disclosed or made available, directly or indirectly, by NICE or its employees, officers, representatives or advisers to me / Us and/or Our employees, officers, representatives or advisers. Often this material will be commercially sensitive, or will have been provided to the Institute on an academic-in-confidence basis (for example research that has not yet been published). Confidential Information may include, but is not limited to:

* 1. the fact that a technology has been notified to the programme and is being considered for NICE advice and/or NICE guidance;
  2. a medtech innovation briefing draft document;
  3. medical technology guidance draft documents (including but not limited to scope, assessment report, overview, consultation, final guidance, reviews and updates);
  4. information relating to the existence, content or outcome of confidential discussions.
  5. information relating to the existence, content or outcome of confidential discussions;
  6. any information that would be regarded as confidential by a reasonable business person or health professional;
  7. any information or analysis derived from Confidential Information.

1. Subject to paragraph 3 below, I / We undertake to NICE that I / We shall:
   1. keep all Confidential Information strictly confidential and, except as expressly permitted under this agreement shall not disclose, use, copy in whole or in part or modify or adapt any Confidential Information in any way without NICE’s prior written consent which may be given or withheld in its absolute discretion;
   2. not use any Confidential Information for any purpose other than participating in the evaluation process
   3. securely destroy or return all Confidential Information to NICE on written demand; and;
   4. not disclose any Confidential Information to any third party without the prior written consent of NICE, and in the event that such disclosure is permitted, We shall procure that such third party is fully aware of and complies with this agreement as if he were a party to it.

Only applicable to organisations:

* 1. limit access to any Confidential Information to such individuals within the Organisation as require access for the purpose set out in paragraph 2)(b) above;
  2. procure that any individual within the Organisation with access to any Confidential Information complies with this agreement;
  3. apply the same security measures and degree of care to the Confidential Information as We apply to Our own confidential information, which We warrant as providing adequate protection from unauthorised disclosure, copying or use;

1. The undertakings set out in paragraph 2 above (the "**Undertakings**") shall not apply to information which:
   1. is in the public domain otherwise than through a breach of any of the Undertakings or a breach of any other confidentiality obligation owed by any person to NICE;
   2. was lawfully within Our possession before it was disclosed to Us by NICE, and neither the Organisation nor our alternative source of the information owed any confidentiality obligation to NICE in respect of it;
   3. is required to be disclosed by any court of competent jurisdiction or any government agency lawfully requesting the same provided that We use Our best endeavours to notify the Institute in advance of such disclosure; or
   4. is approved for release by prior written authorisation of NICE.
2. If the Organisation is a public authority as defined by the Freedom of Information Act 2000 ("the Act") then We will have to deal with any request for Confidential Information in accordance with the Act.
   1. We acknowledge that NICE considers that as it is careful only to undertake to keep information confidential where there is good reason to do so, any request for Confidential Information is likely to be exempt from disclosure under section 41 of the Act.
   2. If We receive a request under the Act for Confidential Information and Our initial view is that the Confidential Information should be released then We shall:

* promptly notify NICE of this fact, providing a copy of the request and of the information requested;
* allow NICE a period of at least five working days to make representations on how it considers the request should be responded to;
* conscientiously consider those representations; and
* if We decide to release any Confidential Information, provide NICE in advance with a copy of that information and the covering letter We propose to send to the applicant.
  1. If We decide not to release Confidential Information in response to a request, We shall notify NICE if the requestor challenges that decision by appealing to the Information Commissioner or the First-tier Tribunal (Information Rights).

1. I / We acknowledge that:
   1. breach of any of the Undertakings could cause NICE harm that is irreparable and that cannot be compensated by damages, and that in the event of any actual or threatened breach of any Undertaking NICE shall be entitled to apply for and obtain (regardless of any rights NICE may have to claim damages) an injunction or other equitable relief against myself/ the Organisation;
   2. I / We acknowledge the fundamental importance of maintaining confidentiality to the Institute's assessment processes.  I / We acknowledge that if I/We breach any of the Undertakings, NICE shall be entitled to refuse to provide me/Us with Confidential Information in the future, whether relating to this or any other matter.
2. I/We acknowledge that:
   1. this agreement constitutes the entire agreement between myself/the Organisation and NICE relating to the Confidential Information;
   2. any amendments to or waiver of any of the terms of this agreement must be set out in writing and signed by me or on behalf of the Organisation and NICE;
   3. this agreement is governed by English law and subject to the exclusive jurisdiction of the English courts.

Signed by .…………………………………….…

Print name ...………………………………………

If applicable a duly authorised officer for and on behalf of………………..………..…………….

Date ………………………………..

The personal data submitted on this form will be used to record your agreement to the terms set out in this document.

For more information about how we process your personal data, please see our [privacy notice](https://www.nice.org.uk/privacy-notice).