

**NATIONAL INSTITUTE FOR HEALTH AND CLINICAL EXCELLENCE  
CONFIDENTIALITY AGREEMENT**

1. I/we acknowledge that information may be disclosed to me which is confidential and/or commercially sensitive ("Confidential Information").
2. I/we undertake to the Institute that I/we shall (and shall procure that all persons associated with me/us, whether as directors, employees or otherwise):
  - (a) keep all Confidential Information strictly confidential;
  - (b) not use any Confidential Information for any purpose other than participating in the Institute's processes;
  - (c) restrict access to any Confidential Information to such persons as need to know such information and only for purposes specified as part of the Institute's agreement with me/us.
  - (d) not disclose any Confidential Information to any third party without the prior written consent of the Institute and in the event that such disclosure is permitted I/we shall procure that such third party is fully aware of and agrees to be bound by these undertakings; and
3. The undertakings set out in paragraph 2 above ("the Undertakings") shall not apply to the use or disclosure of information which:
  - (a) at or after the time of disclosure or acquisition is in the public domain in the form supplied otherwise than through a breach of any of the undertakings; or
  - (b) was lawfully within my/our possession prior to its disclosure to me/us by the Institute provided that the source of such information was not bound by or subject to a confidentiality agreement with the Institute in respect thereof; or
  - (c) I/we am/are required to disclosure by any court of competent jurisdiction or any government agency lawfully requesting the same provided that I/we notify the Institute in advance of such disclosure; or
  - (d) is approved for release by prior written authorization from the Institute.

Signed ..... Date .....

Print Name .....

Position .....

Organisation .....