World Organisation for Animal Health (WOAH)

Confidentiality Undertaking

For Reference Centres

*[Insert name of Reference Centres]*

1. The World Organisation for Animal Health (whose statutory name is *Office International des Epizooties*) is an intergovernmental organisation having its Headquarters at 12 rue de Prony, F-75017 Paris, France (hereinafter “WOAH”).
2. WOAH has access to certain information, data and or other material which it considers to be proprietary to itself, its member countries or territories or to parties collaborating with it (collectively, the “Information”).
3. The undersigned, in providing expertise as a Reference Centre, may have access to Information while providing expertise to WOAH or during his/her participation in an Expert Body, either directly or indirectly, formally or informally, in writing, orally, or by inspection of documents.
4. WOAH wishes to provide the undersigned the Information for the sole purpose of performing the tasks under the Terms of Reference for Reference Centres, provided the undersigned agrees, on behalf of the above institution and its staff involved in matters related to the work of WOAH, to comply with all obligations contained in this undertaking.
5. The undersigned agrees to safeguard and not use any of the Information for any purpose except to perform such tasks for the Purpose. The undersigned shall implement sufficient security safeguards, including with respect to information-technology security, to prevent alteration, accidental loss or unauthorised access of data (encryption, antivirus software, etc.).
6. The undersigned agrees to take all measures necessary to safeguard and protect the legitimate confidentiality of, and avoid disclosure and unauthorised use of, the Information, except that the undersigned shall not be bound by such obligations if and to the extent s/he is clearly able to demonstrate that the Information:
7. was publicly known and made generally available in the public domain prior to the time of disclosure by WOAH;
8. becomes publicly known and made generally available after disclosure by the WOAH to the undersigned;
9. was already known by or in the possession of the undersigned at the time of disclosure by the WOAH as shown by the undersigned's files and records immediately prior to the time of disclosure;
10. was obtained by the undersigned from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.
11. The undersigned shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care (including, without limitation, all precautions the undersigned employs with respect to the institution’s confidential information).
12. If the undersigned or any of the institution’s staff involved in matters related to the work of WOAH, is required by law to make any disclosure that is prohibited or otherwise constrained by this undertaking, the undersigned shall provide WOAH with prompt written notice of such requirement so that WOAH may seek a protective order or other appropriate relief protecting the Information from public disclosure. Subject to the foregoing sentence, the undersigned may furnish that portion and only that portion of the Information that the undersigned is legally required to disclose.
13. If requested to do so, the undersigned shall return to WOAH, erase or destroy any and all copies of the Information within ten (10) calendar days of WOAH’s written request. Upon termination of the designation of the institution as a Reference Centre, the undersigned agrees to promptly destroy all copies of the Information and to certify in writing to WOAH by registered mail, return receipt requested, the time and date that all such copies of the Information were destroyed.
14. The undersigned understands and agrees that the breach of this undertaking will cause injury to WOAH and/or its member countries or territories and that WOAH may exercise its right to assert any legal remedy, including but not limited to money damages. WOAH’s right under this undertaking are cumulative with its right to exercise the administrative sanctions set out in the WOAH Policy on the Protection of Legitimate Confidentiality.
15. The obligations of the undersigned under this undertaking shall survive the termination of the designation of the institution as a Reference Centre.
16. This undertaking is solely governed by its provisions and by WOAH’s rules and policies, and, should it be necessary, by general principles of law, to the exclusion of any single national system of law.
17. Nothing in or relating to this undertaking or in any document or arrangement relating thereto shall be construed as a waiver, express or implied, of any of the privileges and immunities of WOAH, as an extension of any of the privileges or immunities of WOAH to the undersigned, or as the acceptance by WOAH of the applicability of the laws and jurisdiction of the courts of any country to WOAH.
18. Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this undertaking, including its existence, validity or termination, shall be settled amicably between the parties hereto. Should the parties fail to resolve amicably the dispute within sixty (60) calendar days after the date of notice starting a dispute, each party shall have the right to submit the dispute, controversy or claim by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties as in effect on the date of signature of this undertaking.

*The undersigned is informed that his/her personal data are processed and stored in accordance with WOAH’s privacy policy available on the website: https://www.woah.org/privacy-policy/.*

Date: \_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Institution:

Address:

Telephone:

Email: