

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement, effective as from the last date of signature, is between

Ministry of IDPs from the occupied territories, labor, health and social affairs of Georgia, 144 Tsereteli avenue 0119 Tbilisi, Georgia.

("the **Recipient**") of the one part,

and

the **WORLD HEALTH ORGANIZATION ("WHO")**, 20 avenue Appia, 1211 Geneva 27, Switzerland, of the other part.

WHEREAS, representatives of the Recipient and of WHO intend to hold discussions, during which WHO may disclose to the Recipient certain information and data which WHO considers to be confidential to WHO or to third parties collaborating with it (including, without limitation, information and data relating to proprietary and/or generic compounds of manufacturers collaborating with WHO in the COVID-19 Solidarity Trial);

WHEREAS the aforesaid confidential information and data is hereinafter collectively referred to as "**the Information**" (as further defined below).

WHEREAS WHO is willing to disclose the Information to the Recipient for the purpose of developing a global master protocol to treat patients infected with COVID-19 with investigational therapeutics ("**the Purpose**").

NOW IT IS HEREBY AGREED as follows:

1. The Parties hereto agree that any disclosure of Information by WHO to the Recipient will be subject to the following terms and conditions. "Information" means all non-public information disclosed by WHO to the Recipient in oral, written, electronic or other form or otherwise learned by the Recipient under this Agreement. Any Information which is supplied by WHO in written or other tangible form shall be marked by the WHO as "confidential". Any Information which is disclosed by WHO in oral form shall be confirmed by it in written summary form within thirty (30) days from the date of oral disclosure.
2. In accepting the Information, the Recipient agrees with WHO as follows:
 - (a). Recipient shall regard the Information disclosed by WHO as confidential and the property of WHO and/or third parties collaborating with it. In this regard, Recipient agrees to use such Information only for the Purpose (as defined above) and to make no other use thereof, unless and until a further agreement is executed with WHO governing the use thereof;

- (b). nothing in this Agreement shall prevent WHO from disclosing the Information to any third party; and
- 3. Recipient undertakes to maintain the Information received from the WHO in confidence. In connection with the foregoing, the Recipient shall take all reasonable measures to ensure that the Information received from WHO shall not be used for any purpose other than the Purpose (as defined above) and shall not be disclosed to any person or third party, except for those employees, agents, consultants, principal investigators and/or other parties who have a need to know such Information for the aforesaid Purpose and who are bound by obligations of confidentiality and restrictions on use which are at least as stringent as those contained in this Agreement. The Recipient shall at all times be responsible for ensuring compliance by the aforesaid persons and other parties with the confidentiality and non-disclosure obligations contained in this Agreement.

The obligations of confidentiality and restrictions on use contained in this Agreement shall continue for a period of ten (10) years from the date of disclosure by WHO to the Recipient.

- 4. The obligations of confidentiality and restrictions on use contained in this Agreement shall not apply to any part of the Information which the Recipient is clearly able to demonstrate:
 - (a). was lawfully in its possession and known to it prior to disclosure by WHO hereunder, as evidenced by documents antedating the date of disclosure; or
 - (b). was in the public domain or the subject of public knowledge at the time of disclosure by WHO hereunder; or
 - (c). becomes part of the public domain or the subject of public knowledge through no fault of the Recipient; or
 - (d). becomes available to the Recipient from a third party not in breach of a legal obligation of confidentiality to WHO in respect thereof; or
 - (e). was subsequently and independently developed by or on behalf of the Recipient, as shown by written records, by persons who had no knowledge of such Information.

Notwithstanding the above, nothing herein shall prohibit the Recipient from disclosing Information to the extent it is required to be disclosed by law, provided that the Recipient shall in such case immediately notify WHO in writing of such obligation and shall provide adequate opportunity to allow WHO to object to such disclosure or request confidential treatment thereof (provided always, however, that nothing contained herein shall be construed as a waiver of the privileges and immunities enjoyed by WHO and/or to submit WHO to any national court jurisdiction).

5. Upon completion of the aforesaid Purpose and in the absence of any further written agreement between the Parties, the Recipient shall cease all use of and shall make no further use of the Information disclosed to it hereunder, and shall, upon written request from WHO, promptly return to WHO all of the Information received which is in tangible form, except that the Recipient may retain one copy of the Information in its files to determine any continuing obligations hereunder.
6. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and shall not be modified except by mutual agreement in writing.
7. Without the prior written consent of the other Party, neither Party shall, in any statement or material of an advertising or promotional nature, refer to the relationship of the Parties under this Agreement, or to the relationship of the other Party to the Information and/or the Purpose.
8. Any matter relating to the interpretation or application of this Agreement shall, which is not covered by its terms, shall be resolved by reference to the laws of Switzerland. Any dispute relating to the interpretation or application of this Agreement 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 absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The Parties shall accept the arbitral award as final. It is agreed furthermore that nothing contained in this Agreement shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national and international law, and/or as submitting WHO to any national court jurisdiction.
9. Nothing contained in this Agreement shall be construed, by implication or otherwise, as a grant of a license to the Recipient to use Information other than for the Purpose (as defined above). As between the Parties, WHO and/or the relevant third parties collaborating with it (as applicable) retain all rights, title and interest in and to their respective Information.

Made in two (2) original copies,

**Ministry of IDPs from the occupied territories,
labor, health and social affairs of Georgia**

World Health Organization

By: *E. Adamiya*
Title: *Head of Healthcare Policy Division*

Date: *8/10/2020*

By:
Title:

Date: