This agreement by and between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Recipient”) and **GEICAM** is effective this -----------------------, for the purpose of ensuring confidentiality in connection with the information submitted by GEICAM, and considered “Confidential Information”

For “Confidential Information” is considered, data, information, materials of any kind, obtained by GEICAM or its employees, information on drugs under study, and by way of example and not limitation, products, services, techniques, experience, customers, projects for development their scientific collaboration services.

In consideration of GEICAM or GEICAM-designated representatives disclosing Confidential Information to Recipient and other valuable consideration, Recipient agrees as follows:

* to keep all information provided to Recipient by GEICAM or GEICAM-designated representatives or generated by Recipient in connection with this Agreement (“Confidential Information”) in confidence and not use Confidential Information for any purpose not contemplated by this Agreement;
* to the extent disclosure is requested of Recipient by any third party, Recipient shall promptly notify GEICAM and shall not disclose any information without GEICAM´s prior written consent. If such disclosure is sought under a claim of legal right, Recipient agrees to notify GEICAM promptly of such claim, to permit GEICAM to defend against any such claim, and to cooperate in such defense; provided however, the Recipient, in no event shall be obligated to defy any law, regulation or judicial or governmental order;
* to not utilize any Confidential Information for any purpose other than the contemplation of this Agreement; and to return, upon request, all Confidential Information of a returnable nature.

Under this Agreement, You may have access to certain personal health information of individuals participating in clinical research. You agree that such information shall be considered Confidential Information under this Agreement. You agree to maintain, store and transfer (including internal data transfers) all such information in a secure and confidential manner and in accordance with all applicable privacy laws and regulations. By way of example, regular e-mail is not a secure transfer, but transfer that encrypts the personal health information or is conducted via an encrypted tunnel (VPN) is considered secure.

The foreign obligations of confidentiality and non-use will not apply to information that is or later becomes part of the public domain other than through Recipient´s act or omission; was known by Recipient prior to disclosure by GEICAM or becomes known from an independent source or third party under no obligation to GEICAM or any other third party to keep such information confidential, as can be shown by prior written documentation; or is independently developed, as shown by written documentation, by Recipient´s personnel who have not had access to confidential information provided by GEICAM.

If Recipient is an individual, Recipient agrees to not distribute, disclose or disseminate any Confidential Information to others. If Recipient is an institution or other legal entity, Recipient agrees to not distribute, disclose or disseminate any Confidential Information to anyone, except employees or contractors of Recipient who are obligated to these same terms of confidentiality and non-use and have a definable need to know for purposes of furthering the authorized purpose of the disclosure. Institutions or other third parties with which Recipient may be affiliated may have policies applicable to this type of agreement. By executing this Agreement, Recipient warrants and represents that Recipient has a right to enter into this Agreement with GEICAM and that the Agreement does not violate policies, if any, of institutions with which Recipient is affiliated or any other contract or relationship.

This confidentiality and non-use agreement shall be valid for the Recipient in relation with all information and data, regardless of the media on which received it. The valid of this agreement will be extended for the entire duration of the relationship with GEICAM and subsisting after, this is completed. The Recipient assumes all responsibility for this failure. In Addition, GEICAM may request the signature of any confidentiality agreement to specific scientific projects and in any time.

This Agreement is in addition to and does not supersede any prior agreements of confidentiality or non-use between Recipient and GEICAM. Recipient, by execution of this Agreement, acknowledges that one copy will be delivered to **socios@geicam.org** *or* **Fax number 916510406**

**AGREED AND ACCEPTED:**

(Signature of Individual Recipient or of Authorized Representative of Institution or Corporate Recipient)

(Typed or Printed Name and Title)

(Date)