

# Non-Disclosure Agreement

This Agreement is entered into as of **(DATE)**, between **(“Recipient”)** and the RITA European Patient Advocacy Group (“RIPAG”), together the Parties.

## Primary Purpose

The Primary Purpose of the Agreement is to enable the sharing of information between the RIPAG and the Recipient in a manner that enables the proper functioning of RIPAG and the full participation of members while also providing access to Confidential Information (as defined in this Agreement) and the responsibilities to ensure that such information is not disseminated or used inappropriately.

The Parties agree that the disclosure of information designated as Confidential Information under this Confidentiality and Non-Disclosure Agreement shall not breach the Agreement in the following circumstances:

- (a) Where the Confidential Information is in the public domain for reasons other than any act or omission of RIPAG or the Recipient; and/or
- (b) Where the Parties have a mandatory, legally binding obligation which requires disclosure of Confidential Information.

The Recipient hereby agrees and affirms his/her understanding of the following:

- (1) that in the normal course of business of RIPAG, there may be times when Recipient, as a Board Member, Council Member, or any other Member of RIPAG, receives information that is confidential, sensitive, solely intended for RIPAG Board/Council Members and/or not in the public domain and that, if disclosed to persons other than those for whom the information as intended, has the potential to harm RIPAG, its individual members, other participants, or any of their partners or related entities or persons (such information hereafter referred to as “Confidential Information”);
- (2) that the disclosure of Confidential Information to persons other than those to whom the information was directly intended, and for purposes other than the normal operations of RIPAG, is not only damaging to the fundamental relationship of trust that exists between and among RIPAG and its members but may jeopardize the RIPAG’s ability to function effectively and subject it to potential legal liability and other consequences;
- (3) that the Recipient has been or will be provided with access to certain Confidential Information solely for the purpose of carrying out his/her responsibilities as a Board Member, Council Member, or any other Member of RIPAG;
- (4) that the Recipient shall not disclose Confidential Information to any person other than the Board Member, Council Member, or any other Member of RIPAG, unless he/she has clear instruction from the Board Chairperson to do so, and then shall disclose such information only for the limited purpose for which such instruction is given and no other purpose;
- (5) that the Recipient is aware of and has reviewed the RIPAG’s *Conflict of Interest* and *Code of Conduct & Ethics*, and that Recipient shall not disclose Confidential Information to any person within RIPAG (i.e., Board Member, Council Member, or any other Member of RIPAG) if the



disclosure of such information would violate the RIPAG's *Conflict of Interest or Code of Conduct & Ethics* policies;

(6) that in the event Recipient violates (as defined by the Board Chairperson) any part of this Confidentiality and Non-Disclosure Agreement, the RIPAG Board may terminate membership and participation with immediate effect and with no right of appeal;

(7) that in the event any legal action regarding this Confidentiality and Non-Disclosure Agreement or decide any matter relating to it Recipient becomes necessary, the Agreement shall be governed by EU regulations; and

(8) that continued adherence to this Confidentiality and Non-Disclosure Agreement is an essential term of participation as a Board Member, Council Member, or any other Member of RIPAG and/or an essential part of the Recipient's role and responsibilities as a Board Member, Council Member, or any other Member of RIPAG, the violation of which will permit RIPAG to terminate RIPAG membership.

#### **Definition of Confidential Information**

For the purposes of this Agreement, Confidential Information includes, but is not limited to, financial or other business information that may be collected by RIPAG regarding industry members (and non-members) of RIPAG, information of a personal nature regarding any of the Board Member, Council Member, or any other Member of RIPAG, information shared in the course of Board or other RIPAG meetings or discussions (unless such information has been specifically cleared for public release), and any other information which might be reasonably foreseen to be harmful if disclosed outside of RIPAG and/or for reasons other than in accordance with Board Members, Council Members' duties to RIPAG.

In the case that the Recipient is unclear or has any question regarding whether or not a particular piece of information falls within Confidential Information, the Recipient will consult with the Board Chairperson prior to disclosing such information.

Signed and agreed to this \_\_\_ day of \_\_\_\_\_, 202\_.

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

Name: \_\_\_\_\_