

THIS NON-DISCLOSURE AGREEMENT (the “**Agreement**”) dated _____
(the “**Effective Date**”).

BETWEEN:

THE CANADIAN AGENCY FOR DRUGS AND TECHNOLOGIES IN HEALTH
(“**CADTH**”)

AND:

NAME: _____

EMAIL: _____

PHONE #: _____

(“**Recipient**”)

BACKGROUND

- A. CADTH and the Recipient desire to enter into a confidentiality agreement with regard to the Recipient’s involvement in a CADTH activity that requires the Recipient to keep information confidential (includes but is not limited to engaging in or observing a meeting of a CADTH advisory committee, panel or task/working group, contributing to or consulting on a project or topic, among other activities) (the “Permitted Purpose”).
- B. In connection with the Permitted Purpose, the Recipient will receive certain confidential information (the “Confidential Information”).

IN CONSIDERATION OF and as a condition of CADTH providing the Confidential Information to the Recipient in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

- Confidential Information.** For the purposes of this Agreement, “Confidential Information” means information in the possession of CADTH or provided to, gathered, known or used by CADTH in connection with its activities, including but not limited to, any data that contains strategic, financial, scientific, technical and/or personal information (e.g., reports, studies, notes, working papers, specifications, software programs, codes, methods, technique or process, commercial information, other records) and any information derived from or incorporating the foregoing information, whether made in writing, orally, or in graphic, electronic, drawing or any other form or medium now or hereafter known, relating to the business and affairs of CADTH. Confidential Information also includes all information supplied by a third party to CADTH in confidence, which, at the time is confidential in nature (whether or not specifically identified as confidential), is known or should be known by the Recipient as being confidential and has been or is from time to time used by, developed by, made known to or otherwise learned by, the Recipient through the use of any of CADTH’s facilities or resources, in the course of conducting the business and affairs of CADTH.

2. **Exceptions to Confidential Information.** Any information received by the Recipient is presumed to be confidential unless the information:
 - a) is in the public domain prior to its disclosure by the Recipient or becomes public through no fault of the Recipient;
 - b) is already known by the Recipient prior to its disclosure;
 - c) is developed independently by the Recipient;
 - d) is lawfully disclosed to the Recipient by a third party;
 - e) is the subject of express written authority by CADTH to the Recipient to disclose the Confidential Information; or
 - f) is disclosed as required by law or by judicial decree.
3. A combination of separate parts of the information shall not be deemed to fall within the above exceptions merely because one of the parts is in the public domain, in the Recipient's possession, or otherwise lawfully disclosed.
4. Any Confidential Information is provided "as is" and CADTH makes no implied or express representations or warranties as to the accuracy or completeness of the Confidential Information. The Recipient hereby acknowledges that they have no right, title or interest in such Confidential Information and no interest is intended to be transferred in respect of the same in this Agreement.
5. The Recipient shall hold in confidence and keep confidential all Confidential Information and shall not use for the benefit of the Recipient or others any Confidential Information, except in the course of providing its services in connection with the business and affairs of CADTH. The Recipient shall treat as confidential the Confidential Information and shall not copy, reproduce in any form, store, manipulate, exploit, or disclose it without the express, advance written permission of CADTH. The Recipient shall protect the Confidential Information and take all such steps as may be reasonably necessary to prevent any Confidential Information from unauthorized access, use, or disclosure to any person or entity, except in accordance with the terms of this Agreement.
6. All content and transfers of information with respect to the Confidential Information which occur by electronic means shall, to the greatest extent possible, be made using a secured method as prescribed by CADTH (e.g., the CADTH Collaborative Workspaces or other secured method) and not through email, instant message or other similar means.
7. All Confidential Information in tangible form of expression (electronic or otherwise) which has been delivered to or thereafter made or compiled by the Recipient at any time pursuant to this Agreement, including all copies thereof will remain the property of CADTH or a third party, as applicable, and the Recipient shall, upon CADTH's written request, promptly return to CADTH or destroy (and certify as to such destruction) all Confidential Information and any copies, records, or embodiments thereof, in whatever form or media.
8. The obligations of the Recipient under this Agreement are to remain in effect in perpetuity and shall exist and continue in full force and effect notwithstanding any breach or repudiation, or alleged breach or repudiation, by CADTH of this Agreement. The obligations contained in this Agreement are not in substitution for any obligations which the Recipient may now or hereafter owe to CADTH and which exist apart from this Agreement and do not replace any rights of CADTH with respect to any such obligations.
9. The Recipient will comply with all applicable requirements of Canadian federal or provincial legislation now in force or that may in the future come into force governing the collection, use, disclosure, and protection of the Confidential Information. The Recipient shall also comply with and be bound by the

relevant CADTH Confidentiality Guidelines, if applicable. Please refer to [Schedule "A"](#) for the applicable program confidentiality guidelines.

10. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the applicable CADTH Confidentiality Guidelines, the provisions of the guidelines shall prevail.
11. The Recipient acknowledges that any violation of any of the provisions hereof may result in immediate and irreparable damage to CADTH and agrees that in the event of such violation, CADTH shall, in addition to any other right, relief, or remedy available at law, be entitled to seek any equitable relief that any court of competent jurisdiction may deem just and proper.
12. The covenants and commitments set out herein shall survive any termination of the Recipient's Permitted Purpose and/or any termination of this Agreement.
13. This Agreement supersedes any and all prior arrangements between the Recipient and CADTH, whether oral or written, express or implied, with respect to the Confidential Information.
14. This Agreement is personal, indivisible, and non-transferable, and may not be assigned or transferred in whole or in part by the Recipient.
15. If any term of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, such term shall be deemed severed from this Agreement and the remaining terms shall remain in full force and effect.
16. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to its or any other jurisdiction's principles of conflicts of laws. The parties irrevocably agree to attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.
17. The Recipient shall do all such further things or execute all such further documents in connection with this Agreement that CADTH may reasonably require, in order to give effect to this Agreement.
18. This Agreement is made as of the Effective Date between CADTH and the Recipient. The Recipient hereby agrees to and accepts the confidentiality requirements outlined herein.

SIGNED, this date _____

Signature: _____

Name: _____

Title: _____

Affiliation, if any _____

Schedule A

Click on the links below to view the Guidelines.

1. [Refer to Appendix 1 Drug Reimbursement Review Confidentiality Guidelines](#)

Or copy paste this link and go to Appendix 1:

https://cadth.ca/sites/default/files/Drug_Review_Process/CADTH_Drug_Reimbursement_Review_Procedures.pdf

2. [Confidentiality Guidelines for CADTH Scientific Advice](#)

Or copy paste this link:

https://www.cadth.ca/sites/default/files/scientific_advice/SA-Confidentiality-Guidelines.pdf