

Confidentiality Form: Acknowledgment and Undertaking

- 1) I, _____ acknowledge that information may be disclosed to me in relation to my work with NJR which is confidential (“**Confidential Information**”). This material may be commercially sensitive, or provided to NJR on an in-confidence basis. Confidential Information may include, but is not limited to:
- (a) Outlier information relating to surgeons, Trusts and implants;
 - (b) Commercial and financial terms of NJR contracts;
 - (c) Industry sensitive information;
 - (d) Information relating to the content of databases or datasets;
 - (e) Data requests;
 - (f) Research related information;
 - (g) Any sensitive patient or service user information;
 - (h) Information relating to the existence, content or outcome of committee and confidential discussions;
 - (i) Reports;
 - (j) Meeting minutes;
 - (k) Technical specifications
- 2) Subject to paragraph 3 below, I undertake to NJR that as a member of an NJR committee I shall:
- (a) Keep all Confidential Information acquired in the course of carrying out my NJR role and responsibilities, strictly confidential to NJR and, except as expressly permitted under this agreement, shall not release, communicate, disclose to third parties, use, copy in whole or in part, or modify or adapt, any Confidential Information, without prior written consent from NJR, which may be given or withheld in its absolute discretion; and / or
 - (b) Not use any Confidential Information for any purpose other than participating in NJR business; and / or
 - (c) Return all Confidential Information to NJR on written demand; and / or
 - (d) In the event that NJR authorizes any disclosure of Confidential Information by me to a third party, I shall procure that such third party complies with this agreement as if they were a party to it; and/or
 - (e) Not profit from, or as a result of, my position with and work for, the NJR;
 - (f) Notify the NJR in advance, of any planned personal involvement in court action or legal proceedings that may involve disclosure of NJR data/information, particularly proceedings/litigation with commercial implications, or related to areas in which the NJR is involved, for authorization by an NJR Working Group who will consider each such notification on a case by case basis;
 - (g) Continue to owe a duty of confidentiality to the NJR, in respect of the above undertakings, for a period of up to one year following termination of my role and responsibilities for the NJR.

3) The undertakings set out in paragraphs 2 above (the "**Undertakings**") shall not apply to information which:

- (a) Is in, the public domain, or has become available to the public generally [other than through a breach of any of the Undertakings or a breach of any other confidentiality obligation owed by any person to NJR];
- (b) Was lawfully within my possession before it was disclosed to me by NJR and neither I nor my alternative source of the information, owed any confidentiality obligation to the NJR in respect of it;
- (c) Is required under law to be disclosed by any court of competent jurisdiction, or any government agency lawfully requesting the same, provided that I use my best endeavors to notify NJR in advance of such disclosure under law; or
- (d) Is approved for release by prior written authorisation of NJR.

4) I acknowledge that:

- (a) Breach by me of any of the Undertakings could cause NJR harm that is irreparable and that cannot be compensated by damages, and that in the event of any actual or threatened breach by me of any Undertaking NJR shall be entitled to apply for and obtain (regardless of any rights NJR may have to claim damages) an injunction or other equitable relief against me;
- (b) This agreement constitutes the entire agreement between myself and NJR relating to the Confidential Information;
- (c) Any amendments to or waiver of any of the terms of this agreement must be set out in writing and signed by me and on behalf of NJR;
- (d) This agreement is governed by English law and subject to the exclusive jurisdiction of the English courts.

Signed

Date

Print name

 **Data Protection Act 1998** – The personal information submitted on this form will be held by the HQIP in accordance with the Data Protection Act 1998. This information may be published on the Institute’s website or disclosed to third parties in accordance with the Freedom of Information Act 2000.