



HUMAN RESOURCES UNIT

CONFIDENTIALITY SOLEMN UNDERTAKING BY INDIVIDUAL EXTERNAL EXPERTS

1. The Authority has access to certain information relating to its regulatory of medicines mandate, which information the Authority considers to be confidential to itself or to relevant parties collaborating with it (hereinafter referred to as “the Information”).
2. The Undersigned, as an Individual External Expert, may have access to the Information in the course of their participation or duty.
3. The Authority is willing to provide the Undersigned the Information, or arrange for the provision of the Information to the Undersigned, for the purpose of performing their responsibilities in connection with the activities of the Authority, provided that the Undersigned undertakes to treat the Information as confidential and proprietary, and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
4. The Undersigned undertakes to regard the Information as confidential and proprietary to the Authority or parties collaborating with the Authority and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in this Undertaking, except that the Undersigned shall not be bound by any such obligations if and to the extent they are clearly able to demonstrate that the Information:
 - i. was known to them prior to any disclosure by or for the Authority to the Undersigned; or
 - ii. was in the public domain at the time of disclosure by or for the Authority to the Undersigned; or
 - iii. becomes part of the public domain through no fault of the Undersigned; or becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality.
5. The Undersigned also undertakes not to communicate the deliberations and decisions of the Authority to third parties except as agreed by the Authority.
6. If requested to do so, the Undersigned agrees to return to the Authority any and all copies of the Information.

7. The obligations of the Undersigned shall survive the termination of their appointment to the Authority.

I, ..., being an Individual External Expert of the Medicines Control Authority of Zimbabwe, declare that I understand that during the course of my appointment with the Authority, I will have access to confidential information relating, *inter alia* to technical information, finance, and any other such information. I also declare that I understand the provisions of section 73 of the Medicines and Allied Substances Control Act [Chapter 15:03] (hereinafter referred to as the “Act”) relating to the preservation of secrecy.

I therefore hereby affirm and solemnly declare that:-

- i. I shall not use or divulge any confidential information for any purpose other than for the discharge of my obligations as an Individual Expert of the Authority; and
- ii. I undertake not to communicate the deliberations and findings of the Authority as well as any resulting recommendations to and/or decisions of, the Authority except as provided for by the Act.

Signed at this day of

Signature: Date: