**Confidentiality Agreement**

This agreement is made and entered into on this…………………………. day of ……………. ………….by and between …………………………………. (hereinafter referred to as FM - ) and ………………………………………………………… (holder of NIC number/passport number………………………………….) of ………………..… ………………………………………………………………….……………………as a reviewer f(hereinafter referred to as the “Reviewer”) for the Sri Lanka Medical Council Accreditation Unit (SLMCAU) review team.

WHEREAS the Reviewer has agreed to serve on the aforesaid Sri Lanka Medical Council Accreditation Unit review team and in which capacity the member will have access to Confidential Information of FM - …….;

AND WHEREAS the Reviewer has acknowledged and agreed that the FM - ………. has and shall continue to have sole rights to the Confidential Information and has agreed to hold the same in strict confidence during and after the Reviewer’s period of service within the review team.

And it is hereby agreed as follows

***1.*** The parties agree that the disclosure hereunder is for the sole purpose of reviewing FM - ………….. for accreditation of the Bachelor of Medicine, Bachelor of Surgery degree program by the Sri Lanka Medical Council.

***2. Interpretation***

“Confidential information” shall include all information of a confidential and proprietary nature provided or made available to the Reviewer by the FM -…….. including but not limited to documents, intellectual property and processes and such other information related to FM - ……. but shall not include information which is or becomes publicly available other than through the faults of the Reviewer.

***3. Obligations of the Reviewer***

The Reviewer hereby undertakes:

1. to maintain the highest degree of secrecy and keep as confidential any Confidential Information which the Reviewer may be granted access to, or which may be available to, or which Reviewer receives on behalf of the SLMCAU or in the capacity of the Reviewer by any means and to use such Confidential Information only in duty authorized manner in the interest of the SLMCAU Unit and for the purpose of fulfilling functions and responsibilities arising a as Reviewer of the SLMCAU.

b. not at any time during or after service within the SLMCAU, for any reason, disclose or permit to be disclosed any Confidential Information to any third party or to use such Confidential Information for personal use without the express prior written approval of FM - …………

c. that in the event of break of any of the conditions mentioned above, FM - ……….. shall be entitled to injunctive relief and/or specific performance to enforce the conditions set out above.

***3. Legal compulsion to disclose***

In the event that the Reviewer becomes legally compelled to disclose any Confidential Information the Reviewer shall give prompt notice in writing of such facts to FM - ……. so that FM - ………. has an opportunity to seek a protective order or other remedy. In the event that such protective order or other appropriate remedy is not sought by FM - ….. or is sought but is not obtained, the Reviewer will nevertheless disclose only that portion of the Confidential Information as is necessary to comply with its obligations under law and shall use reasonable endeavors to obtain any appropriate court order or other reliable assurance that Confidential treatments will be accorded to Confidential Information so disclosed.

***4. The* Reviewer *hereby unconditionally accepts and acknowledges that having regard to the nature and the functions and duties of the member as a reviewer of SLMCAU the member considers the terms and conditions imposed herein has being fair and reasonable.***

………………………………………….. …………………………….

Signature of the Reviewer Date

……………………………….…………. ……………………………..

Signature of Dean, FM - …………. Date