



ILCOR Nondisclosure Agreement (Unilateral)

As an ILCOR Member, I understand that I have been or may be exposed to certain confidential and/ or proprietary information, materials or data related to final document(s) including but not limited to ILCOR Consensus on Science and Treatment Recommendations (CoSTR) published on the ILCOR website, ILCOR annual CoSTR Summary publications, and ILCOR Scientific Advisory Statements. It is important to the integrity of the ILCOR process and final work that this information be kept strictly confidential and not disclosed at any time and under any circumstance prior to publication, unless specifically directed by the ILCOR Co-Chairs.

Therefore, as a condition and in consideration of being selected and continuing to serve in any capacity associated with ILCOR (including but not limited to Member of the Scientific Advisory Committee, Expert Scientific Reviewer, Content Expert, Mentee, Task Force Chair/Vice-Chair, Task Force Member, or ILCOR Board Member), I, as an individual and not as a member or employee of any other organization or entity, agree to the following:

1. I will not disclose or cause to be disclosed to anyone, including employees or others associated with my employer, or any entity, including my employer and other organizations with which I may be associated, any draft material or decisions or other confidential and/or proprietary information, materials or data whether or not such information, materials or data have been previously identified in writing or marked as Confidential. This restriction shall apply at any time and in any circumstance of the publications above or related material unless otherwise directed by the ILCOR Co-Chairs.
2. I will keep all such Confidential Information in my possession or control in a safe and secure place and will take all reasonable steps to protect against disclosure or theft of the information.
3. By signing this Agreement and returning it to the ILCOR staff, I confirm my agreement with and acceptance of these conditions with respect to any Confidential Information.
4. ILCOR makes no warranties, express, implied or otherwise, regarding the accuracy, completeness or performance of the Confidential Information. Neither ILCOR nor its Representatives shall be liable to the Receiving Party or any of its Representatives relating to or resulting from the Receiving Party's use of any of the Confidential Information or any errors therein or omissions therefrom.
5. The Receiving Party acknowledges that in the event of a breach of the terms of this Agreement by the Receiving Party or its Representatives, ILCOR may not be made whole by monetary damages. Accordingly, ILCOR, in addition to any other remedy to which it may be entitled in law or in equity, shall be entitled to an injunction to prevent breaches

of this Agreement, and to an order compelling specific performance of this Agreement. In carrying out their respective obligations under this Agreement, the Parties shall comply with all applicable laws and regulations.

6. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement and may be delivered electronically.
7. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void.
8. Signing this agreement does not give consent for individuals or Councils to publish any materials, either written, digital, or any other form, pertaining to the work of prior to ILCOR publication.

By: _____

Print Name: _____

Title: _____