



26 February 2008

INDEPTH CONFIDENTIALITY UNDERTAKING

The purpose of this *Undertaking* is to ensure that INDEPTH and its office-bearers can secure the confidentiality of information provided from individual INDEPTH member sites. This is necessary to build the required trust and peace of mind among INDEPTH site partners, such that the current and future program of joint work, collaboration, and collective publication can proceed effectively and in good faith. This Undertaking must be signed by any and all INDEPTH members who are given access to the data of other sites in the Network in the course of his/her INDEPTH Network activities. This includes reviewers of INDEPTH manuscripts for publication.

1. The INDEPTH Network, which operates on behalf of INDEPTH member HDSS field sites, may occasionally have access to research proposals, protocols, reports, manuscripts, and data from its member sites (hereinafter referred to as the "Information"). INDEPTH considers this Information to be proprietary to the submitting DSS site. The Undersigned will be granted access to the Information in the course of his/her participation in INDEPTH Network activities.
2. INDEPTH is willing to provide to the Undersigned the Information for the explicit purpose of performing his/her responsibilities in connection with the work of INDEPTH, provided that the Undersigned undertakes to disclose the Information only to persons who are bound by like obligations of confidentiality and non-use concerning the Information as are contained in this Undertaking.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to the individual INDEPTH site 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 paragraphs 1 and 2 above, except that the Undersigned shall not be bound by any such obligation if he/she is clearly able to demonstrate that the Information:
 - a) was known to him/her prior to any disclosure by INDEPTH to the Undersigned; or
 - b) was in the public domain at the time of disclosure by INDEPTH; or
 - c) becomes part of the public domain through no fault of the Undersigned.
4. Any dispute to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration.

Signature _____ Name _____ Date _____

One signed original for the INDEPTH Secretariat, one signed original for the Member Site

Board of Trustees

S. Owusu-Agyei (Chair, Ghana), S. Hirve (India), H. Mshinda (Tanzania), T. Williams (Kenya), S. Punpuing (Thailand), P. Aaby (Guinea Bissau), A. Razzaque (Bangladesh), C. Mbacke (Senegal)