

## Confidentiality Policy

*This policy was last changed on [8-11-2024]*

### Introduction

To ensure compliance with confidentiality obligations related to the assessment of research proposals within programs of the Association of Collaborating Health Foundations (SGF) (hereinafter referred to as the "Purpose"), we intend to exchange, receive, and disclose certain sensitive and confidential information. This Confidential Information is essential for the proper evaluation of the proposals but must be handled with the utmost care. Below is a detailed explanation of the key points of confidentiality compliance, to which the Recipient agrees and acknowledges adherence.

### Definition of Information

"Information" refers to all data provided by the SGF to the Recipient. This includes, but is not limited to, personal data, ideas, concepts, and know-how, irrespective of how it is recorded—whether through email, digital files, or paper documentation.

### Definition of Confidential Information

"Confidential Information" encompasses the following:

1. Any information explicitly marked as confidential, or information whose confidentiality is reported within 30 days of being shared.
2. Any information where the Recipient should reasonably recognize its confidential nature, given its content or context.

### Treatment of Confidential Information

The Recipient must treat all Confidential Information received from the SGF with strict confidentiality and use it solely for the Purpose. Additionally, the Recipient agrees to handle this information with at least the same level of care and confidentiality as they would their own sensitive information. Any reasonable instructions given by the SGF for protecting Confidential Information must be followed by the Recipient.

### Prohibition of Disclosure

The Recipient is prohibited from sharing Confidential Information with third parties or using it for commercial purposes without prior written consent from the SGF. Any commercial exploitation or unauthorized distribution is strictly forbidden.

### Revocation of Confidentiality Obligation

Confidentiality obligations are lifted if the Recipient can demonstrate that:

1. The information was already in their possession or publicly accessible (e.g., through newspapers, patent databases, or publicly available websites).
2. The information was provided by a third party who is not under any confidentiality obligation toward the SGF.

However, Confidential Information will not lose its confidential nature solely because certain parts of it are publicly available.

### **Destruction of Confidential Information**

Upon the SGF's request, the Recipient must destroy or delete all Confidential Information in their possession and confirm that this action has been completed.

### **Governing Law**

Any disputes or conflicts related to this confidentiality agreement will be governed by Dutch law.

### **Duration of Confidentiality**

The Recipient's confidentiality obligations will remain in force indefinitely from the date of commitment. These obligations may only be terminated earlier with the mutual consent of both parties.

By adhering to these guidelines, the parties ensure the secure handling of Confidential Information, thereby safeguarding the integrity and purpose of the exchange.