

# Confidentiality statement active members of BeeVee



## BeeVee, (Medical) Biologists Association Nijmegen

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The undersigned ....., member of at least one of the committees of Beevee, *hereinafter referred to as*: "**Secrétaire**"

### Takes the following into account:

- that the information obtained is made available by members of the Study Association BeeVee Nijmegen, *hereinafter referred to as*: "**Providing Party**";
- that the **Providing Party** and **Secrétaire** hold consultations about the privacy-sensitive information of participants in activities, organised by one of the committees of BeeVee, *hereinafter referred to as the* "**Purpose**";
- that certain information is provided to the **Secrétaire** by the **Providing Party**, including images, medical information, personal data and other privacy-sensitive information;
- that the **Providing party** has a legitimate interest in the fact that the information has to be kept a secret. **Secrétaire** declares that everything that is discussed and reciprocating information will be strictly kept secret. **Secrétaire** may not use or misuse the provided information for his or her own or anyone else's usefulness

and hereby declares that:

#### 1. confidential information

1.1. **Secrétaire** acknowledges the fact that strict confidentiality has been imposed on him, both during and after the exchange of information about the **Purpose**. This corresponds to all data, information and/ or details which:

- 1) have been or are being provided directly or indirectly to the **Secrétaire**; and/ or
- 2) relate to the activity of the **Providing Party**;

The data, information and details described above are, both collectively and separately, *hereinafter referred to as* "Confidential Information".

#### 2. Secrecy

2.1. The **Secrétaire** will keep all Confidential Information completely confidential. Confidentiality here means:

- (1) Confidential Information can not be communicated to third parties, neither orally nor in writing and directly or indirectly, without the express prior written consent of the **Providing Party**; and/or
- (2) Confidential Information may not be used for other purposes without express prior written consent of the **Providing Party**.

2.2. Confidentiality means that Confidential Information may not be used for personal purposes without the express prior written consent of the **Providing Party**. This is only allowed if the use thereof is necessary for the **Purpose**.

2.3. **Secrétaire** will not provide or share Confidential Information with third parties (such as organisers). If there is a need to deviate from this, the **Secrétaire** is allowed to discuss Confidential Information with third parties after having received written permission from the **Providing Party**.

- 2.4. If the **Secrétaire** wishes to appeal to an exception, there must be proof of the exception. In addition, in such a case, the **Secrétaire** must report to the **Providing Party** within 48 hours after receiving the Confidential Information that an exception to the agreement may be made. In doing so, he must submit his proof at that time, to show that there is a question of the alleged exception, in which case no further appeal can be made to this article. The board must give permission for the exception.
- 2.5. The **Secrétaire** will ensure the appropriate and secure storage of the Confidential Information, so that this Confidential Information can not be shared with third parties without permission
3. **Property Confidential Information**
- 3.1. The **providing party** is the legal owner of all the right of the Confidential Information. **Secrétaire** can never derive any rights (such as a property right of license) from this agreement, with regard to the Confidential Information, other than to take note of Confidential Information on behalf of the **Purpose**. **Secrétaire** will not change, delete or alter Confidential Information. Without permission, the confidential Information may not be copied or shared.
4. **Obligation to return Confidential Information**
- 4.1. **Secrétaire** is obligated to return every (digital) copy of the **Providing party's Confidential Information**, when the **Providing Party** wishes to return the information. **Secrétaire** is not authorized to appeal to keep any data. The **Secrétaire** expressly distances itself of the right to invoke such authorizations /rights.
5. **Choice of Law**
- 5.1. Dutch law applies exclusively to this confidentiality statement.
- 5.2. Any disputes relating to this agreement or arising from this agreement will in the first instance be settled exclusively by the competent court in the district Gelderland, at the court of either Arnhem or Nijmegen.
- 5.3. The board reserves the right to, in case of violation of this statement, attach an appropriate sanction to the member who violates.
6. **Changes to the statement**
- 6.1. Adjustments to be made to this statement may be accepted by the general meeting of members (GMM), after they are nominated to the board or the GMM. In the event of a change to this statement, the member will be informed of the adjustments made via the mail.

**As agreed**

Date:

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Place: Nijmegen (arrondissement Gelderland)

Name Secrétaire:

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**Signature:**

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