

Department: Guidelines

Version: 1

Title: Non-Disclosure Agreement Peer Review Form (Form F)

by and between the **American** 

Effective Date: 5/3/2023 Preparer: Sennett Kim



# AMERICAN UROLOGICAL ASSOCIATION EDUCATION AND RESEARCH, INC.

1000 Corporate Boulevard Linthicum, Maryland 21090 Phone: 410-689-4038

#### GUIDELINE PEER REVIEW NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made as of

Urological Association Education and Research, Inc., a Maryland not-

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for-profit corporation (AUA), and	Full Name	of	City, State
, as its peer reviewer, witnesses as follows:			
WHEREAS, the reviewer will be en Guidelir Microhematuria AmendmentGuidelir Microhematuria Amendment		eviewer	to the
IT IS NOW AGREED AS FOLLO As a peer reviewer of documents pro Guideline Panel (herein referred to as "Guid confidential and/or proprietary information and final document(s). It is important to the information should be kept strictly confident	oduced by the <u>GuMicrohe</u> eline Panel''), you have bee a, materials or data related e integrity of the writing p	n or may to the C rocess a	y be exposed to certain Guideline Panel's work nd final work that this

THEREFORE, as a condition and in consideration of your being selected to review these documents, and in recognition of the importance of the Guideline Panel's work and for mutual consideration, the receipt and adequacy of which are acknowledged by the parties, you agree to the following:

- 1. You will not disclose or cause to be disclosed to anyone or any entity outside of the Guideline panel or the appropriate AUA staff and AUA contractor any confidential and/or proprietary information, materials or data related to the Guideline Panel's work. This confidentiality obligation survives the publication of the \_\_\_\_\_\_Microhematuria Amendment \_\_\_\_\_ Guideline.
- 2. You will not speak publicly about a guideline until the embargo is officially lifted from any guidelines report(s). This includes peer reviewers, co-workers and any individuals not directly involved with the guideline development. This restriction includes not only the guideline that you have been nominated to develop, but any other unpublished AUA guideline documents that you may be given access to during your tenure as a peer reviewer.
- 3. You will keep all such confidential information in your possession or control in a safe and secure place and will take all reasonable steps to protect against inadvertent disclosure or theft of the information.
- 4. You will promptly report to AUA staff and/or the Chair of the Practice Guidelines Committee any potential breach of this strict confidentiality of which you are aware, by yourself or



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others, or from whatever cause, and will assist to the extent possible in avoiding further disclosure and all possible consequences of such breach.

5. Upon request from the Guideline Panel Chair or appropriate AUA staff, you will promptly return or destroy all confidential information that you have been sent or acquired relating to the Guideline Panel. Notwithstanding the return or destruction of any confidential information, you will continue to be bound by your obligation under this Agreement.

**Penalties/Sanctions.** The peer reviewer hereby acknowledges that any violation or breach of this Agreement on their part shall constitute grounds for termination of access to such information and the penalties described as follows:

#### **AUA Members:**

the services of

A letter of warning from the Practice Guidelines Committee As necessary, further sanctions up to and including possible censure by the AUA including possible expulsion.

### Non-AUA Members:

A letter of warning from the Practice Guidelines Committee and Other civil or criminal remedies, upon egregious breach of this Agreement

, shall remain the property of the AUA. Formal Provisions. This Agreement is made and executed in Maryland, and shall be construed in accordance with Maryland law. It shall be construed so as to be enforceable, and if any provisions should later be adjudged to be unenforceable, those provisions shall be deemed severable, and the balance of the Agreement shall be valid and enforceable. This Agreement may be amended by subsequent writing, signed by both parties; however, it

supersedes all other documents, discussions or understandings of any nature whatever.

Ownership of Work Product. All materials produced by, including, or in conjunction with

## THE AMERICAN UROLOGICAL ASSOCIATION EDUCATION AND RESEARCH, INC.

By:	
·	Erin Kirkby, M.S. AUA Guidelines Director
	Tion dudelines Director
Signature:	
Full Name:	



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# **Revision History**

VERSION	DATE	DESCRIPTION OF CHANGES
1	5/3/23	Removed email on first page; modified and formatted insertion areas for fill in