



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 Date by and between the American Urological Association Education and Research, Inc., a Maryland not-

for-profit corporation (AUA), and Full Name of City, State

, as its peer reviewer, witnesses as follows:

WHEREAS, the reviewer will be engaged and serve as a peer reviewer to the Guideline Name Guideline document;

IT IS NOW AGREED AS FOLLOWS:

As a peer reviewer of documents produced by the Guideline Name Guideline Panel (herein referred to as "Guideline Panel"), you have been or may be exposed to certain confidential and/or proprietary information, materials or data related to the Guideline Panel's work and final document(s). It is important to the integrity of the writing process and final work that this information should be kept strictly confidential and not disclosed at any time under any circumstances.

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 Guideline Name 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 This restriction includes not only the guideline that you have been nominated to develop, but any other unpublished AUA guideline documents that you may be given access to during your tenure as a peer reviewer.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



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:

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

Ownership of Work Product. All materials produced by, including, or in conjunction with the services of _____, **Full Name**, 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.

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

By: 

Erin Kirkby, M.S.
AUA Guidelines Director

Signature: _____

Full Name: _____