CONFIDENTIALITY
UNDERTAKING

I, the undersigned, do hereby declare and confirm that I am aware that I have been assigned by …… (the "Contractor"), to render certain services (the "Services") for the Office of the United Nations High Commission for Refugees ("UNHCR") in connection with the Contract, dated ……, between UNHCR and the Contractor.

In connection therewith, I hereby undertake and agree as follows:

1. Certain Definitions

   (a) "*Confidential Information*" means any data, documents, materials or other information disclosed to me in connection with the Services, in any form whatsoever, whether orally, visually, in writing or otherwise (including in computerized or electronic form).

   (b) "*Permitted Purpose*" means the use of the Confidential Information to perform the Services.

2. The Contractor's Confidentiality Obligations

   (a) I understand that the Contractor is subject to confidentiality obligations pursuant to the Contract.

   (b) I have read and understand Article 13 of UNHCR's General Conditions of Contract for the Provision of Services, attached hereto as Annex A.

3. Undertakings

   (a) I undertake to conduct myself and render services with a view to ensuring full compliance by the Contractor with such Article 13 of UNHCR's General Conditions of Contract for the Provision of Services. In case of doubt, I shall consult with my immediate supervisor or another manager of the Contractor.

   (b) I shall:

      (i) use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as I use with my own similar information that I do not wish to disclose, publish or disseminate; and,

      (ii) use the Confidential Information solely for the Permitted Purpose.

   (c) Upon the request of the Contractor or UNHCR, or upon the termination or expiry of my contract with the Contractor, I shall immediately return to the Contractor all Confidential Information disclosed to me or to which I had access during or as a result of the performance of the Services, together with all copies thereof.

SIGNED

_____
Name:
Date:
Place:

ANNEX A

Confidentiality Clause
UNHCR General Conditions of Contract
<u>for the Provision of Services</u>

13. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"),[1] shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such Information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; *and*,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

13.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

13.2.2.3 for UNHCR, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

13.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of UNHCR, the Contractor will give UNHCR sufficient prior notice of a request for the disclosure of Information in order to allow UNHCR to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 UNHCR may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

13.5 The Recipient shall not be precluded from disclosing Information that is (i) obtained by the Recipient without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such Information or any other person, or (ii) disclosed by the Discloser to a third party without any obligation of confidentiality, or (iii) previously known by the Recipient, or (iv) at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

---

[1] Information and data that is considered by UNHCR as proprietary and confidential includes, but is not limited to, data pertaining to refugees and persons of concern to UNHCR.