

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made by and between [REDACTED], a company duly registered and existing under the laws of [REDACTED], whose registered office is located at [REDACTED] (the "Company"), on the one hand, and the Office of the United Nations High Commissioner for Refugees, a subsidiary organ of the United Nations, whose headquarters is located at 94, rue de Montbrillant, 1202 Geneva, Switzerland, ("UNHCR" and, together with the Company, the "Parties") on the other hand.

Preamble

Whereas, UNHCR is mandated by the United Nations General Assembly to lead and co-ordinate international action to protect refugees and resolve refugee problems worldwide;

Whereas, the Company is [insert description of the Company's field of business and expertise];

Whereas, the Company is engaged in a project relating to [insert description of project] (the "Project");

Whereas, UNHCR wishes to work with the Company with respect to the Project; and

Whereas, information of a confidential nature will be disclosed between the Parties in connection with the cooperation of the Parties with respect to the Project.

Now, therefore, in consideration of the foregoing, the Parties hereby agree as follows:

Section 1. Purpose. The purpose of this Confidentiality Agreement is to define the terms and conditions under which the Parties will exchange certain information in connection with the Project.

Section 2. Certain Definitions.

2.1. The term "Disclosing Party" means the Party which discloses Disclosed Information to the Receiving Party.

2.2. The term "Receiving Party" means the Party which receives Disclosed Information from the Disclosing Party.

2.3. The term "Confidential Information" shall mean any information, whether written, oral, visual, electronic or in any other form or medium, that is disclosed by the Disclosing Party to the Receiving Party in connection with the Project, whether prior to, on or after the effective date hereof and that either (i) is designated as confidential by the Disclosing Party at the time of disclosure or (ii) would reasonably be understood, given the nature of the information or the circumstances surrounding its disclosure, to be confidential. Notwithstanding the foregoing, "Confidential Information" does not include any information that, at the relevant time, was:

(a) available to the public other than as a result of disclosure by the Receiving Party; or

(b) lawfully known by the Receiving Party free from any obligation of confidentiality; or

(c) independently developed by the Receiving Party without reference to or use of the Confidential Information.

Section 3. Confidentiality.

3.1. Each Party agrees and undertakes to keep strictly confidential and secret the Confidential Information and shall use the same care and discretion to avoid disclosure, publication or dissemination of such Confidential Information as it uses for its own similar information that it does not wish to disclose, publish or disseminate. Notwithstanding the foregoing:

(a) The Receiving Party may disclose Confidential Information to the extent required by applicable law, provided that, subject to and without any waiver of the privileges and immunities of UNHCR, the Company will give UNHCR sufficient prior notice of a request for the disclosure of Confidential Information in order to allow UNHCR to have a reasonable opportunity before any such disclosure is made to take protective measures or such other action as may be appropriate for UNHCR as an international organization; and

(b) UNHCR may disclose Confidential Information to the extent required pursuant to its Statute, the Charter of the United Nations, resolutions or regulations of the General Assembly, or any other rules promulgated by the Secretary-General and/or the United Nations High Commissioner for Refugees.

3.2. Each Party shall ensure that access to Confidential Information shall be granted only to personnel who have a legitimate "need to know" for the purposes of the Project and have been made aware of the non-disclosure and confidentiality obligations stated herein and are parties to a binding written agreement of confidentiality.

Section 4. Use of Confidential Information. Each Party shall use the Confidential Information only for the purposes of the Project.

Section 5. No Representations, Warranties or Other Undertakings.

5.1. Confidential Information and any other information provided by a Party to the other Party in connection with the Project is supplied "as is" and with all faults and each Party acknowledges and agrees that no representation, warranty or other undertaking, express or implied, is made by the Disclosing Party as to the accuracy, completeness or suitability of the Confidential Information or any such other information. The Disclosing Party shall not incur any liability or obligations in relation to or as a consequence of the use of the Confidential Information or any such other information, whether by the Receiving Party or any other person.

5.2. Each Party acknowledges and agrees that neither Party is required to disclose any Confidential Information or any other information in connection with this Confidentiality Agreement and that any disclosure hereunder is at the sole option and discretion of the respective Parties.

5.3. Neither Party is required to proceed with any proposed arrangement, undertaking, business or other relationship or any other transaction in connection with the Project or this Confidentiality Agreement.

5.4. Each Party acknowledges the other Party may enter into (i) other similar activities and/or (ii) business relationships with third parties.

5.5. This Confidentiality Agreement does not create a relationship of agency, partnership, joint venture or license between the Parties.

Section 6. No Transfer of Proprietary Rights. Each Party shall remain the sole and exclusive owner of any and all of its Confidential Information. Neither Party acquires any intellectual property rights or any other rights under this Confidentiality Agreement, except for the limited right to use the Confidential Information as contemplated by Section 4.

Section 7. Duration; Termination.

7.1. This Confidentiality Agreement shall become effective on the date both Parties have signed this Confidentiality Agreement or, if the Parties have signed it on different dates, the date of the latest signature.

7.2. Subject to Section 7.3, this Confidentiality Agreement shall expire upon that date that is [] [year/months] after the effective date hereof.

7.3. Each Party shall have the right to terminate this Confidentiality Agreement, for any reason or without justification, at any time by giving a minimum of 30 days' prior written notice to the other Party.

7.4. The confidentiality obligations set forth in this Confidentiality Agreement shall survive the expiration or earlier termination of this Confidentiality Agreement or of any further agreement dealing with the Project [for a period of [five] years from the date of such expiration or earlier termination of the Confidential Information; except for the confidentiality obligations with respect to trade secrets, which shall survive in perpetuity.]

Section 8. Return or Destruction of Confidential Information. Upon the request of the other Party, or upon termination or expiry of this Confidentiality Agreement, the Receiving Party shall (i) cease using the Confidential Information, (ii) return to the Disclosing Party or destroy all Confidential Information disclosed to it hereunder or to which it had access, together with all copies thereof and (iii) at the request of the Disclosing Party, confirm in writing that the Receiving Party has complied with the above obligations. The return of all such Confidential Information shall not relieve the Receiving Party from its confidentiality obligations as set forth herein.

Section 9. Use of Name. The Company shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the United Nations or UNHCR, nor shall the Company, in any manner whatsoever use the name, emblem or official seal of the United Nations or of UNHCR, or any abbreviation of the name of the United Nations or of UNHCR in connection with its business or otherwise without the written permission of UNHCR.

Section 10. Disputes.

10.1. The Parties shall use their best efforts to settle amicably any dispute or controversy or claim arising out of this Confidentiality Agreement or the breach, invalidity or termination thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law ("UNCITRAL") then obtaining, or according to such other procedure as may be agreed between the Parties.

10.2. Any dispute, controversy or claim between the Parties arising out of this Confidentiality Agreement or the breach, invalidity or termination thereof, unless settled amicable in accordance with Section 10.1 above within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute. The place of arbitration shall be Geneva, Switzerland. The arbitration proceedings shall be conducted in English.

10.3. The arbitral tribunal shall be empowered to order the return or destruction of any property, whether tangible or intangible, or of any confidential information provided under this Confidentiality Agreement, order the termination of this Confidentiality Agreement, or order that any other protective measures be taken. In addition, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only.

Section 11. Privileges and Immunities. Nothing in or related to this Confidentiality Agreement shall be deemed a waiver, express or implied, of the privileges and immunities UNHCR enjoys under international law.

Section 12. Miscellaneous.

12.1. This Confidentiality Agreement constitutes the sole and entire agreement between the Parties relating to the subject matter hereof.

12.2. This Confidentiality Agreement may be modified or amended in a writing signed by an authorized representative of each Party.

12.3. Neither Party shall assign this Confidentiality Agreement nor any part hereof or any benefit or interest herein or hereunder without the prior written consent of the other Party.

12.4. If any provision of this Confidentiality Agreement shall be held to be invalid, illegal or unenforceable (in whole or in part), the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12.5. Headings and titles used in this Confidentiality Agreement are for reference purposes only and shall not be deemed a part of this Confidentiality Agreement for any purpose whatsoever. Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

12.6. This Confidentiality Agreement and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

In Witness Whereof, this Confidentiality Agreement has been executed by the authorized representatives of the Parties hereto in two or more identical originals in counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

For and on behalf of:

For and on behalf of:

**The Office of the United Nations
High Commissioner for Refugees**

[Name of Company]

(Signature)

(Signature)

Name:
Title:
Date:

Name:
Title:
Date: