

## MUTUAL NON-DISCLOSURE AGREEMENT

This agreement is made between the **UNITED NATIONS DEVELOPMENT PROGRAMME** (“UNDP”), a subsidiary organ of the UNITED NATIONS, an international organization established by treaty, with offices at 304 East 45<sup>th</sup> Street, New York, New York 10017, USA and **RAZON SOCIAL** (“the Company”), corporation with its principal place of business at **DIRECCION** (UNDP and the Company are hereinafter collectively the “Parties”).

The Parties wish to [enter into discussions with each other with respect to a potential business relationship between them]. In the course of negotiations related to the Agreement, or in carrying out their obligations pursuant to the Agreement, the Parties may disclose to one another Confidential Information as defined below. For good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of us, this Agreement sets out our respective obligations with respect to Confidential Information which one party to this Agreement receives (the “receiving party”) from the other (the “disclosing party”).

1. **Confidential Information.** “Confidential Information” means any operational, administrative business or technical information, in whatever form transmitted, whether or not stored in any medium, relating to the disclosing party’s operations and/or business (and/or those of its suppliers and customers), including but not limited to equipment, software, designs, technology, technical documentation, product or service specifications or strategies, marketing plans, pricing information, financial information, information relating to existing, previous and potential suppliers, customers and contracts, inventions, applications, methodologies and other know-how, that is either proprietary to the disclosing party or the disclosing party’s contractors or which either of the foregoing maintains as confidential and nonpublic. Confidential Information includes original information supplied by the disclosing party, as well as all copies.

2. **Treatment of Confidential Information.** The receiving party agrees to treat the Confidential Information as confidential to and as the property of the disclosing party and to use an appropriate degree of care (which, in any case, will not be less than the degree of care it uses with respect to its own information of like nature) to prevent disclosure of the Confidential Information of the disclosing party. The receiving party will use Confidential Information only in connection with a business relationship with the disclosing party. The receiving party will not disclose this Agreement or Confidential Information, except to the receiving party’s officials, directors, officers, employees and contractors who have a need to know for the purpose of carrying out the purpose of the Agreement and who have been advised of the obligation of confidentiality and who are bound, either as a condition of employment, or in order to obtain Confidential Information, by terms and conditions similar to those contained herein and are obligated to keep it confidential. The Parties acknowledge that failure on the part of the receiving party to abide by this Agreement may cause irreparable harm to the disclosing party, for which damages will not be an adequate remedy. Accordingly, the disclosing party shall have the right to seek to obtain an injunction, through the arbitral process set forth herein, to prevent any further violations of this Agreement.

3. **No License.** Nothing in this Agreement is to be construed as granting the receiving party any title, ownership, license or other right or interest with respect to the Confidential Information of the disclosing party. Confidential Information will be held in trust by the receiving party for the disclosing party.

4. **Returns or Destruction.** Confidential Information will be returned by the receiving party to the disclosing party or destroyed by the receiving party: (a) if a business relationship is not entered into with the disclosing party on or before the date which is three months after the date both parties have

signed the Agreement; or (b) upon request by the disclosing party at any time. A senior officer or official of the receiving party, if requested by the disclosing party in writing, shall certify, by way of affidavit or declaration, on behalf of the receiving party that all such Confidential Information has been returned or destroyed, as applicable, and that it will not use any archived copies of Confidential Information that cannot be reasonably removed from archival storage. However, the counsel for each party may retain one (1) archival copy of all Confidential Information received under this Agreement for the sole purpose of reference in any subsequent legal disputes that may arise.

**5. Limited Reproduction.** The receiving party will not copy or reproduce the Confidential Information except as reasonably required for the purposes contemplated in this Agreement, and will ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies.

**6. Exceptions on Use and Disclosure.** This Agreement does not apply to or restrict the Parties from using or disclosing:

- (a) Confidential information that is or becomes public other than through a breach of this Agreement;
- (b) Confidential information already known to the receiving party prior to the date of this Agreement (as evidenced by the receiving party's written and dated records) and with respect to which the receiving party does not have an obligation of confidentiality;
- (c) Confidential information that is independently developed by the receiving party;
- (d) Confidential information which is disclosed, without obligation of confidentiality, to the receiving party by a person or entity not party to this Agreement and who is entitled to disclose such information without breaching an obligation of confidentiality.

**7. No Obligation.** Nothing in this agreement shall be construed as obligating any party to continue any discussions or to enter into a business relationship.

**8. No Representations or Warranties; Reliance.** Each of UNDP and the Company acknowledges that the other party hereto makes no any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and that the Confidential Information is not purported to represent a substitute, in whole or in part, for an independent evaluation of the operations or any transaction relating thereto.

**9. Notices.** Notices delivered in connection with this Agreement must be in writing and delivered to the address set out in the first paragraph of this Agreement to the attention of the individual representing each party under this Agreement, or as changed by the parties by notice in writing delivered to each other from time to time in accordance with this Agreement.

**10. Further Assurances.** The Parties agree to deliver further written documentation and to do or cause to be done any other things reasonably necessary to implement this Agreement.

11. **Delays.** Delay, failure or partial exercise by a party of any right or remedy under this Agreement will not constitute a waiver of any right or remedy. Any waiver must be in writing, but such waiver will be limited to its terms and will not constitute waiver of any other provision or breach of this Agreement.

12. **Severability.** If any part of this Agreement is invalid, the remaining provisions still will continue in effect.

13. **Duration.** This Agreement shall remain effective for a period (the "Term") beginning on the date signed by both Parties (the "Commencement Date") and ending five (5) years after the Commencement date.

14. **Entire Agreement.** This Agreement sets out our entire agreement concerning the matters described above and supersedes all prior written or oral agreements and understandings with respect to such subject matter. This Agreement may only be amended by consent in writing of both Parties. It may be terminated by a definitive agreement relating to transactions being mutually contemplated. Headings are for convenience of reference and not for interpretation or construction.

15. **Binding.** This Agreement binds the Parties and their respective successors and permitted assigns. Neither party shall assign this Agreement without the prior written consent of the other.

16. **Arbitration.** Any dispute, controversy or claim between the Parties arising out of, this Agreement or the breach, termination or invalidity thereof, unless settled amicably within twenty (20) 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, including provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Agreement, the arbitral tribunal shall have no authority to award interest. 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.

17. **Privileges and Immunities.** Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP and its subsidiary organs.

**UNITED NATIONS  
DEVELOPMENT PROGRAMME**

**RAZON SOCIAL**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_