

Non-Disclosure Agreement

This NON - DISCLOSURE AGREEMENT (NDA) is made and entered into as of _____(date), 2023 by and between **CGIAR System Organization Office** (the “**Disclosing Party**”) with its principal place of business at 1000, Avenue Agropolis F-34394 Montpellier cedex 5, France , and _____ (the “**Receiving Party**”), external expert with its principal place of business at _____.

The Disclosing Party intends to disclose certain Confidential Information to the Receiving Party for the following purpose (the “**Purpose**”): CGIAR Request For Proposal- Procurement Consultancy Firm from project activities of the ONE CGIAR.

Now, therefore, in consideration of the Disclosing Party making such Confidential Information available to the Receiving Party, the Receiving Party hereby agrees as follows:

1. Definition.

“Confidential Information” means any information, data base, technical data or know-how, including, but not limited to, that which relates to research, project activities, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, disclosed orally or in written or electronic form, and which is marked or identified by the Disclosing Party as “confidential”. Confidential Information does not include information, technical data or know-how that:

- (i) is in the possession of the Receiving Party at the time of disclosure as shown by the Receiving Party’s files and records immediately prior to the time of disclosure; or
- (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the Receiving Party;
- (iii) is approved for release by the Disclosing Party; or
- (iv) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

2. Non-disclosure of Confidential Information.

The Receiving Party agrees not to use the Confidential Information for its own use or for any other purpose except to solely for the Purpose of this NDA. The Receiving Party shall maintain all Confidential Information in strict confidence and shall not disclose such Confidential Information to anyone. The Receiving Party agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure of Confidential Information, in order to prevent it from falling into the public domain or the possession of unauthorized persons and agrees to notify the Disclosing Party in writing of any misuse or misappropriation of Confidential Information that may come to its attention.

3. Ownership.

All Confidential Information shall remain the exclusive property of the Disclosing Party, and the Receiving Party shall have no right to use the Confidential Information except as provided herein.

4. Intellectual Property Rights.

No patent, copyright, trademark or other proprietary right or license is conveyed by this NDA with respect to Confidential Information disclosed to the Receiving Party, except the limited right to review such Confidential Information solely for the Purpose of this NDA. The Disclosing Party warrants that it has the right to disclose its Confidential Information to the Receiving Party. Otherwise, all information is provided "as is" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

5. Return or destruction of Materials.

Upon conclusion of the Purpose, or earlier at the request of the Disclosing Party, any materials, originals, copies and summaries of documents, materials and other tangible manifestations of Confidential Information that have been furnished by the Disclosing Party to the Receiving Party will be promptly returned or destroyed (as instructed by the Disclosing Party), accompanied by all copies of such documentation, in the possession or control of the Receiving Party.

6. Term.

This NDA may be terminated at all time with a 30 days prior written notice provided, however, that the confidentiality obligations herein shall terminate ten (10) years following the date of termination of this NDA, except that the obligation of the Receiving Party to return Confidential Information to the Disclosing Party shall survive until fulfilled.

IN WITNESS WHEREOF, the Receiving Party has signed and agrees to this Non-disclosure Agreement as of the date first above written.

Receiving Party:

Name:

Title:

Address:

Email: