



International Organization for Migration (IOM)
The UN Migration Agency

Instructions: Kindly replace the fields highlighted in grey in the introductory section and the signature section with your company information before signature

Confidentiality Agreement

This Confidentiality Agreement (the “Agreement”) is entered into between the International Organization for Migration (the “Disclosing Party”) of IOM Headquarters, Route des Morillons 17, 1218 Le Grand-Saconnex Geneva, Switzerland and [*insert name of other party*] (the “Receiving Party”) of [*insert address*] on [*insert date*].

Preamble

1. The Disclosing Party possesses certain information that is confidential and proprietary.
2. The Receiving Party is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of submitting a Request for Proposals for Services: Project Consultant (Assistant Maître d’Ouvrage) for new Headquarters Building.
3. In consideration of the mutual undertakings of the Parties under this Agreement, the Parties agree as follows:

Definitions

- a) Confidential Information: is all such information, whether written or oral, disclosed by the Disclosing Party in the course of dealings related to the Request for Proposals for consultancy services.

1. Receiving Party’s Obligations

- 1.1 The Confidential Information to be disclosed is confidential and proprietary to the Disclosing Party. The Receiving Party shall only use the Confidential Information for the purposes for which it was disclosed and shall disclose it only to its officers, directors or employees on a need to know basis.
- 1.2 The Receiving Party agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any unauthorized person.
- 1.3 The Receiving Party shall comply with the IOM Data Protection Principles in the event of the reception, use, transfer, storage or destruction of any Confidential Information received in accordance with this Agreement.
- 1.4 Upon the request of Disclosing Party, the Receiving Party shall return or destroy all Confidential Information, including copies or other reproductions thereof. Where the request is to:
 - (a) return the Confidential Information, the Receiving Party shall do so within five (5) days of the request.
 - (b) Destroy the Confidential Information, the Receiving Party shall provide a written certificate to the Disclosing Party confirming destruction within five (5) days of the request.

Headquarters:

17 route des Morillons • C.P. 71 • CH-1211 Geneva 19 • Switzerland
Tel: +41.22.717 91 11 • Fax: +41.22.798 61 50 • E-mail: drm@iom.int • Internet: www.iom.int



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2. **Limits on Receiving Party's Obligations**

The Receiving Party shall have no obligation under this Agreement with respect to Confidential Information which is:

- (a) Or becomes publicly available without breach of this Agreement by the Receiving Party;
- (b) Rightfully received by the Receiving Party from a third party without restriction.

3. **Breach of Agreement**

The Parties acknowledge and agree that any breach of confidentiality obligations under this Agreement shall cause the Disclosing Party substantial and irreparable damage. If the Receiving Party makes or threatens such disclosure in violation this Agreement, the Disclosing Party shall be entitled to immediate injunctive relief, or any other remedy available in law or in equity.

4. **Dispute resolution**

Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.

In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.

The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

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5. Miscellaneous provisions

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

6. Assignment

This Agreement or any rights arising under it may only be assigned with the written permission of the other Party.

7. Amendment

Amendments to this Agreement may be made by mutual agreement in writing between the Parties.

8. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

9. Term and Termination

This Agreement will enter into force upon signature by both Parties. The obligations of this Agreement shall continue until the Confidential Information disclosed to the Receiving Party is no longer confidential.

10. Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

11. Entirety

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

Signed in two copies, on (date) at (place):

For: The International Organization
For Migration

For: (*Other party*)

Joseph S. Appiah
Director, Department of Finance
and Administrative Management

(*Name*)

(*Title*)

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