To facilitate certain discussions between, International Rescue Committee, Inc. (“IRC’) with its offices at 122 East 42nd Street, New York, NY 10168-1289, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_related to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the Purpose), this Confidential Disclosure Agreement (the Agreement) is entered, effective as of \_\_\_\_\_\_\_\_\_, (Effective Date). During such discussions, it may be necessary for either or both parties to disclose (a Disclosing Party) to the other (the Receiving Party) certain, technical, business, and/or trade secret information that the Disclosing Party regards as Proprietary Information, which is defined as (1) this Agreement, (2) all written information disclosed that is marked on its face as proprietary, and (3) all orally or visually disclosed information that, within thirty (30) days after disclosure, is summarized and confirmed in writing to the other party as proprietary. To protect such Proprietary Information, each party, both in its capacity as a Disclosing Party and as a Receiving Party (each a “Party” and collectively “the Parties”), agree that such disclosures are subject to the following terms, conditions, and obligations:

1. The Receiving Party shall maintain in confidence all Proprietary Information received from the Disclosing Party hereunder and shall not disclose said Proprietary Information to third parties without the prior written consent of the Disclosing Party.

1. The Receiving Party shall not use Proprietary Information received from the Disclosing Party, other than for the Purpose or in relation to work that may be performed under subsequent agreement between the parties, without the prior written permission of the Disclosing Party.
2. The Receiving Party shall be held to the same standard of care in protecting Proprietary Information as the Receiving Party normally takes to preserve and safeguard its own proprietary information of a similar type, but in no event less than reasonable care.
3. The Receiving Party shall restrict disclosure of the Proprietary Information to those persons having a need to know such Proprietary Information for the Purpose, and such persons shall be advised of the obligations set forth in this Agreement and shall be obligated in like manner. The Receiving Party certifies that each of its officers, employees, subcontractors, or consultants, who may be in a position to learn any Proprietary Information disclosed hereunder, are subject to internal company policy restrictions or other agreement that prohibits the disclosure of Proprietary Information.

The obligations in this Agreement shall not apply to information that

a. at the time of disclosure by the Disclosing Party, is in the public domain, as evidenced by publication or similar proof; or

b. after disclosure by the Disclosing Party hereunder, becomes part of the public domain by publication or otherwise, other than by an unauthorized act or omission by Receiving Party; or

c. the Receiving Party can show by competent proof was in its possession at the time of disclosure and that was not directly or indirectly acquired from the Disclosing Party under confidentiality restrictions; or

1. the Receiving Party rightfully received from a third party, and which, to Receiving Party’s knowledge, was not directly or indirectly acquired from the Disclosing Party under confidentiality restrictions; or
2. is disclosed under protective order to prosecute or defend any claim arising hereunder; or
3. was developed by the Receiving Party independently of any disclosure hereunder as shown by competent proof; or
4. is disclosed by the Receiving Party under a valid order or legal process created by a court or government agency, provided that the Receiving Party provides prior written notice to the Disclosing Party of such obligation to disclose and the opportunity, if available, to oppose such disclosure.

6. Upon written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all complete and partial copies of Proprietary Information then in its possession or, at the direction of the Disclosing Party, destroy such copies and certify such destruction to the Disclosing Party. All obligations of a Receiving Party under this Agreement shall continue for **three (3) years** from the Effective Date, provided that a Receiving Party shall not disclose any trade secret for as long as such information shall remain a trade secret under applicable law. Notwithstanding the above, the Receiving Party may retain one copy of Proprietary Information solely for compliance purposes.

7. The disclosure of Proprietary Information by a Disclosing Party to a Receiving Party shall not in and of itself result in any commitment on the part of either party to enter into further agreements on the Purpose previously stated. The amount and type of Proprietary Information disclosed by the Disclosing Party to the Receiving Party shall be at the Disclosing Party’s sole discretion. Furthermore, the Disclosing Party does not warrant that any Proprietary Information so disclosed is accurate or complete or fit for a particular purpose or for any purpose.

1. All Proprietary Information disclosed hereunder remains the property of the Disclosing Party, and no rights are granted in such information, any intellectual or other property, or property right embodied in such information, as a result of a disclosure hereunder other than the right to review or use it for the Purpose contemplated herein. It is recognized and understood that certain pre-existing inventions and technologies are the separate property of IRC or \_\_\_\_\_ and are not affected by this Agreement. Neither party shall have any claim to nor rights in such prior, separate inventions and technologies except as may be governed by separate licensing agreements, if any.
2. Neither party shall originate any publicity, news releases, or other written, electronic or oral public announcements to the public press or otherwise about this Agreement, its existence, or the performance of either party hereunder without the prior written consent of the other party.
3. All transfers of information, including Proprietary Information and data, under the terms of this Agreement shall at all times be subject to the export control and other applicable laws and regulations of the United States. Each party agrees that it shall not make any disposition, by way of trans-shipment, re-export, diversion, or otherwise, except as said laws and regulations may expressly permit, of information or data furnished under this Agreement.
4. This Agreement shall govern disclosures made during a period of **one (1) year**, commencing with the Effective Date, and all disclosures made during that time shall be considered as made subject to its terms. Either party may terminate this Agreement immediately upon violation of its terms by the other party or at any time, without cause, upon thirty (30) days’ written notice to the other party. Disclosures made prior to the expiration or termination of this Agreement shall remain subject to the provisions of this Agreement for the **three (3) year period** prescribed in Article 6.
5. Any amendments to this Agreement shall be in writing and signed by an authorized representative of each party. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York. This Agreement constitutes the entire agreement of the parties with respect to the specific subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements or understandings between the parties regarding such subject matter. Neither party to this Agreement may assign or otherwise transfer this Agreement or its rights herein; any attempted assignment by either party in violation of this Article shall be void.
6. The Parties acknowledge that monetary damages may be inadequate to compensate the non-breaching party for damages that the non-breaching party may sustain as a result of the violation of this Agreement, and the non-breaching party shall be entitled to seek an injunction to prevent any disclosures by the breaching party. The grant of an injunction shall not be an exclusive remedy, and shall in no way limit any monetary or other remedies to which the non-breaching party may be entitled to recover for a violation of this Agreement.
7. Facsimile or electronic (e.g., .pdf) versions shall have the same legal effect as originals, and all of which, when fully executed, shall constitute one and the same instrument.

The parties warrant that the signatures below are by duly authorized representatives with authority to bind the parties.

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| --- | --- | --- |
| **International Rescue Committee, Inc.** |  |  |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Name |  | Name |
|  |  |  |
| Title |  | Title |
|  |  |  |
| Date |  | Date |